

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$175,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$175,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Reserve for District 1
Prosperity Farms Road Improvements-Dist 1

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 7-18-07
OFMB
[Stamp: MD 11857] *[Stamp: CN 7/16/07]* *[Signature]* 7/19/07
Contract Dev. and Control

This amendment complies with our review requirements.

B. Approved as to Form and Legal Sufficiency:

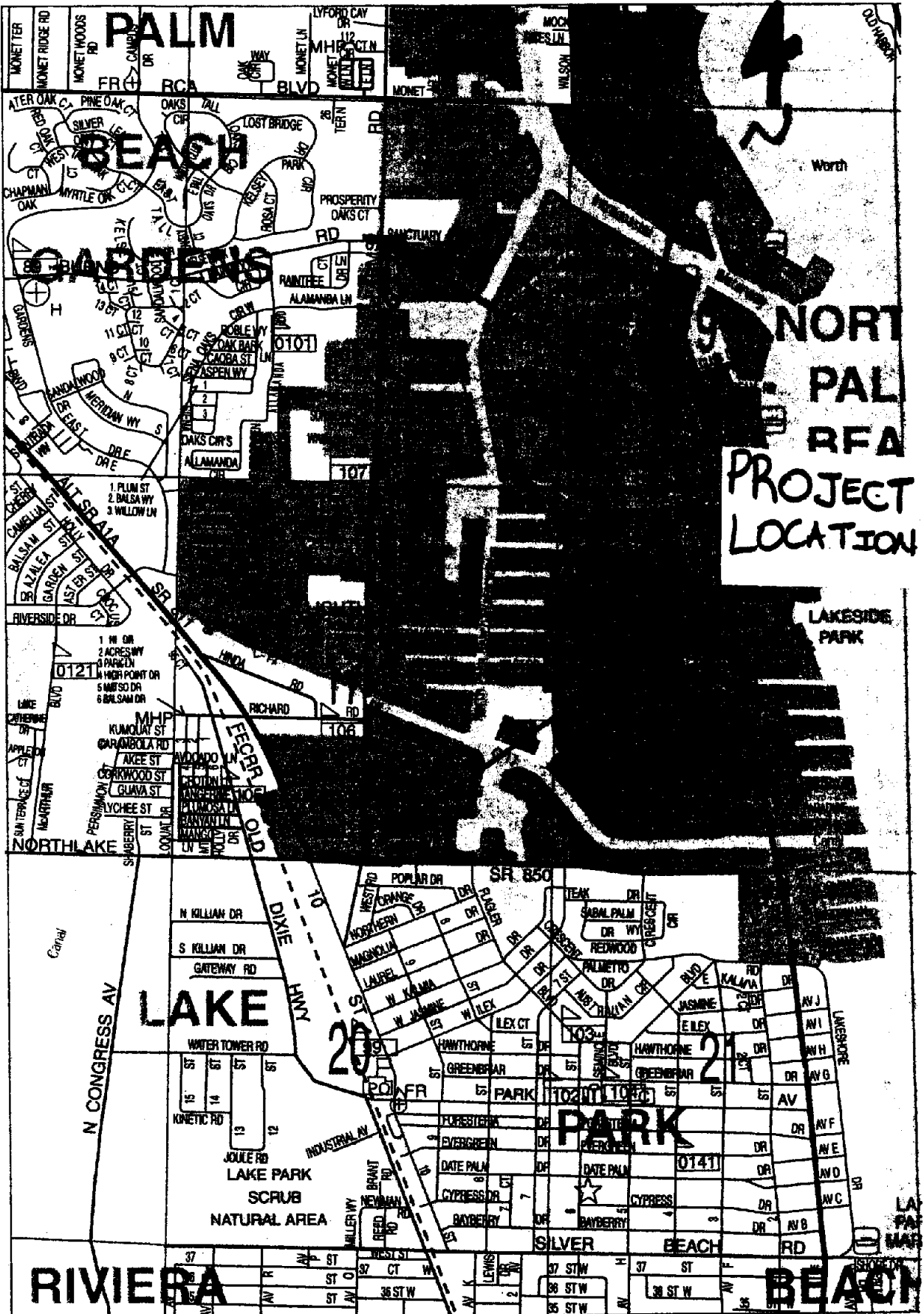
[Signature] 7/19/07
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

PROJECT LIMITS:
PROSPERITY FARMS ROAD
FROM NORTHLAKE BOULEVARD TO BURNS ROAD



LOCATION SKETCH

**COMMISSIONER AUTHORIZATION
FOR ADDITIONAL FUNDING AND TIME EXTENSION**

From: Patricia Weaver
To: Andrew Hertel
Date: 7/12/2007 9:58:12 AM
Subject: Prosperity Farms Road

Commissioner Marcus has authorized the extension of the agreement with the Village of North Palm Beach from December 31, 2006 to December 31, 2007 and the expenditure of \$175,000 from the District 1 Gas Tax Reserves account to complete the landscaping project on Prosperity Farms Road from Northlake Boulevard south to Burns Road.

Thank you.

Trish Weaver
Administrative Assistant to
Commissioner Karen T. Marcus

CC: Kerry Henry

1 AMENDMENT #2 TO FINANCIAL ASSISTANCE AGREEMENT R2004-0303 DATED
2 FEBRUARY 24, 2004 WITH THE VILLAGE OF NORTH PALM BEACH REGARDING
3 PROSPERITY FARMS ROAD (NORTHLAKE BOULEVARD TO BURNS ROAD)
4 BEAUTIFICATION
5

6 THIS AMENDMENT is made to the Financial Assistance Agreement (R2004-
7 0303) dated February 24, 2004, by and between the VILLAGE OF NORTH PALM
8 BEACH, a municipal corporation of the State of Florida, hereinafter "VILLAGE", and
9 BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political
10 subdivision of the State of Florida, hereinafter "COUNTY".
11

12 WITNESSETH:
13
14

15 WHEREAS, on February 24 2004, VILLAGE and COUNTY entered into a
16 Financial Assistance Agreement (AGREEMENT) providing for reimbursement
17 funding of the cost of VILLAGE's planned IMPROVEMENTS (as defined in
18 AGREEMENT) on COUNTY's Prosperity Farms Road from Northlake Boulevard to
19 Burns Road, in an amount not to exceed NINE HUNDRED SEVENTEEN THOUSAND
20 FIVE HUNDRED AND 00/100 DOLLARS (\$917,500.00); and

21 WHEREAS, that funding was is in addition to the previously reimbursed
22 funding of EIGHTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
23 (\$82,500.00) toward the cost of the IMPROVEMENTS for preparation of the study in
24 accordance with Agreement R2001-0182; and

25 WHEREAS, on April 5, 2005, the parties entered into the First Amendment to
26 the AGREEMENT wherein COUNTY provided additional funding for the cost of the
27 IMPROVEMENTS in an amount not to exceed ONE HUNDRED THIRTY THOUSAND
28 AND 00/100 DOLLARS (\$130,000.00) with the VILLAGE which brought the total
29 available funding to ONE MILLION ONE HUNDRED THIRTY THOUSAND AND 00/100
30 (\$1,130,000.00) DOLLARS; and
31
32
33
34

AMENDMENT #2 TO FINANCIAL ASSISTANCE AGREEMENT WITH THE VILLAGE OF NORTH PALM BEACH FOR
PROSPERITY FARMS ROAD BEAUTIFICATION

1 **WHEREAS, COUNTY wishes to provide additional funding for the**
2 **IMPROVEMENTS in an amount not to exceed ONE HUNDRED SEVENTY-FIVE**
3 **THOUSAND AND 00/100 DOLLARS (\$175,000.00) bringing total funding to ONE**
4 **MILLION THREE HUNDRED FIVE THOUSAND DOLLARS AND 00/100 (\$1,305,000.00);**
5 **and**

6 **WHEREAS, the completion date of the IMPROVEMENTS has been further**
7 **delayed due to contractor performance with the construction of the project; and**

8 **WHEREAS, VILLAGE and COUNTY desire to extend the existing deadline by**
9 **which the IMPROVEMENTS are to be completed, and final paid invoices submitted to**
10 **COUNTY to a date no later than December 31, 2007; and**

11 **WHEREAS, VILLAGE and COUNTY desire that this amendment shall relate**
12 **back to December 31, 2006, and the Contract continued without interruption nor**
13 **lapse and its term extended for an additional twelve (12) month period until**
14 **December 31, 2007.**

15 **NOW, THEREFORE, in consideration of the promises contained in the**
16 **AGREEMENT, the First Amendment, and this Second Amendment, the parties agree**
17 **as follows:**

- 18 **1. Paragraph 3(A) of the AGREEMENT is amended to read as follows:**
19 **A. Funding. VILLAGE acknowledges and agrees that COUNTY has**
20 **reimbursed VILLAGE the amount of Eighty Two Thousand Five**
21 **Hundred Dollars and 00/100 (\$82,500.00) toward the cost of the**
22 **IMPROVEMENTS for the preparation of the STUDY in accordance with**
23 **AGREEMENT 1. COUNTY agrees to reimburse VILLAGE, subject to the**
24 **terms and conditions of this AGREEMENT, an additional amount not to**
25 **exceed One Million, Two Hundred Twenty Two Thousand, Five Hundred**
26 **and 00/100 Dollars (\$1,222,500.00), toward the cost of the**
27 **IMPROVEMENTS. Of this amount, Eight Thousand, Sixty Nine and**
28 **00/100 Dollars (\$8,069.00) is to fund increased costs to complete the**

1 original scope of the IMPROVEMENTS. The VILLAGE agrees that it shall
2 be responsible for all costs necessary to complete the IMPROVEMENTS
3 in excess of the funding provided or to be provided by COUNTY for the
4 IMPROVEMENTS.

5 2. The last sentence of Paragraph 3(B).2 of the AGREEMENT is amended
6 to read as follows:

7 VILLAGE shall complete the construction of the IMPROVEMENTS on
8 or before December 31, 2007.

9 3. The last Sentence of Paragraph 4 of the AGREEMENT is amended to
10 read as follows:

11 VILLAGE shall submit all requests for reimbursement on or before
12 December 31, 2007.

13 4. All provisions, covenants, terms and conditions of the AGREEMENT
14 between the parties heretofore entered into under the date of February 24,
15 2004, Amendment One dated April 5, 2005, as originally set forth therein,
16 which are not hereby expressly amended or modified and not in conflict with
17 the terms hereof, are hereby ratified and confirmed and shall remain the same
18 and be unaffected by these presents.

19
20
21

(INTENTIONALLY LEFT BLANK)

AMENDMENT #2 TO FINANCIAL ASSISTANCE AGREEMENT WITH THE VILLAGE OF NORTH PALM BEACH FOR PROSPERITY FARMSL ROAD BEAUTIFICATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the day first above written.

PALM BEACH COUNTY, FLORIDA, BY VILLAGE OF NORTH PALM BEACH
ITS BOARD OF COUNTY COMMISSIONERS BY ITS VILLAGE COMMISSION

By: _____
ADDIE L. GREENE, CHAIRPERSON

By: Edward M. Eisey
MAYOR

(COUNTY SEAL)



ATTEST:
SHARON R. BOCK, CLERK & COMPTROLLER

ATTEST:

By: _____
DEPUTY CLERK

By: Melissa Teal
VILLAGE CLERK

By: Marlene R. O'Connell
APPROVED AS TO FORM AND LEGAL SUFFICIENCY
ASSISTANT COUNTY ATTORNEY

By: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY
VILLAGE ATTORNEY

By: _____
APPROVED AS TO TERMS AND CONDITIONS

**FINANCIAL ASSISTANCE AGREEMENT WITH THE ATTACHMENT 4
VILLAGE OF NORTH PALM BEACH REGARDING
PROSPERITY FARMS ROAD (NORTHLAKE BOULEVARD
TO BURNS ROAD) BEAUTIFICATION**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of FEB 24 2004, 2003, by and between **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY"), and the **VILLAGE OF NORTH PALM BEACH**, a political subdivision of the State of Florida ("VILLAGE").

WITNESSETH:

WHEREAS, the **VILLAGE** decided to beautify Prosperity Farms Road from Northlake Boulevard to Burns Road and requested the support of the District Commissioner for the funding of the conceptual plan, design and construction of the roadway improvements and the installation of landscaping; and

WHEREAS, the District Commissioner supported beautification of the roadway and the **COUNTY** agreed to fund certain roadway improvements to enhance the appearance and function of the road; and

WHEREAS, on February 6, 2001, the **VILLAGE** and **COUNTY** entered into an interlocal agreement providing for funding of certain roadway improvements; and

WHEREAS, the **VILLAGE** caused a study of improvement options to be completed and the **COUNTY** reimbursed the **VILLAGE** for the costs of that study; and

WHEREAS, the **VILLAGE** failed to comply with the terms of the prior interlocal agreement; and

WHEREAS, the COUNTY and VILLAGE desire to terminate the prior interlocal agreement and enter into a new interlocal agreement for the funding, design and construction of certain roadway improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Definitions.** The following words, phrases or terms used in this Agreement shall have the following meaning:

A. **"COUNTY ROAD"** means that portion of Prosperity Farms Road from Northlake Boulevard to Burns Road.

B. **"IMPROVEMENTS"** means the roadway improvements to be constructed and installed by the VILLAGE on the COUNTY ROAD, which includes, but is not limited to project design and construction of: landscaping; a continuous curb and gutter for improved drainage and safety; and the improvements as approved by VILLAGE Council for the BEAUTIFICATION PROJECT as shown on Exhibit "A" amended. The term "IMPROVEMENTS" shall not include any inspection or administrative costs incurred by the VILLAGE or any roadway improvements made for the purpose of expanding the COUNTY ROAD to include additional lanes.

C. **"AGREEMENT 1"** means that certain Financial Assistance Agreement for the Village of North Palm Beach Prosperity Farms Road (Northlake Boulevard to Burns Road) Beautification by and between the COUNTY and the VILLAGE dated February 6, 2001 (R#2001-0182).

D. "BEAUTIFICATION PROJECT" means VILLAGE Council approved recommendation from the Prosperity Farms Road Ad-Hoc Committee which is the Beautification & Safety Improvements shown on Exhibit "A" amended.

E. "STUDY" means Preliminary Planning, Design and Engineering Services study prepared by Kimley-Horn and Associates dated November 1, 2001.

F. "PROJECT DESIGN" means the planning and final design of the IMPROVEMENTS.

3. Improvements.

A. Funding. The VILLAGE acknowledges and agrees that COUNTY has reimbursed the VILLAGE in the amount of Eighty-two Thousand Five Hundred Dollars (\$82,500.00) toward the cost of the IMPROVEMENTS for preparation of the STUDY in accordance with AGREEMENT 1. The COUNTY agrees to reimburse the VILLAGE, subject to the terms and conditions of this Agreement, an additional amount not to exceed Nine Hundred Seventeen Thousand Five Hundred Dollars (\$917,500.00) toward the cost of the IMPROVEMENTS. The VILLAGE agrees that it shall be responsible for all costs necessary to complete the IMPROVEMENTS in excess of the funding provided or to be provided by the COUNTY for the IMPROVEMENTS.

B. Schedule. Construction of the IMPROVEMENTS by the VILLAGE shall be in accordance with the following schedule:

1. The VILLAGE shall complete or cause to be completed the PROJECT DESIGN in accordance with the BEAUTIFICATION PROJECT on or before December 31, 2004.

2. The VILLAGE shall commence construction/installation of the IMPROVEMENTS in accordance with the PROJECT DESIGN on or before April 30, 2005.

The VILLAGE shall complete construction of the IMPROVEMENTS on or before December 31, 2006.

3. The time frames set forth in this Section 3(B) may be extended with the prior written consent of the County Engineer, which consent shall not be unreasonably withheld. The COUNTY shall extend written consent for extension of time frame set forth in this Section 3B by the amount of time delay caused by fires, floods, or acts of God beyond the control of the VILLAGE.

4. Reimbursement by the COUNTY. The VILLAGE acknowledges and agrees that all payments by the COUNTY shall be made on a reimbursement basis and that the VILLAGE shall be primarily responsible for the design and construction of the IMPROVEMENTS, which responsibilities include, but are not limited to: the conceptual planning; design; permitting; contract solicitation, preparation and administration; construction and installation of the IMPROVEMENTS; and any and all payment(s) to its contractor(s). The VILLAGE shall submit all requests for reimbursement to the County Engineer with supporting documentation in a form and detail acceptable to the COUNTY, which shall include, but shall not be limited to, copies of all invoices and receipts. The VILLAGE shall also include with a request for reimbursement: (i) a statement from a Florida Registered Landscape Architect when requesting reimbursement for landscaping costs and (ii) documentation acceptable to the COUNTY indicating that the IMPROVEMENTS were inspected, installed and constructed substantially in accordance with the PROJECT DESIGN. The VILLAGE shall reasonably document any in-kind materials and/or labor that the VILLAGE intends to request the COUNTY to reimburse. The COUNTY may provide reimbursement to the VILLAGE for in-kind

materials and/or labor costs, but the COUNTY shall have no obligation to reimburse such costs to the VILLAGE. The VILLAGE shall submit all requests for reimbursement on or before June 30, 2007.

5. PROJECT DESIGN Approval. The VILLAGE agrees to construct, install and maintain the IMPROVEMENTS substantially in accordance with this Agreement. Upon completion of the PROJECT DESIGN, the VILLAGE shall submit the PROJECT DESIGN to the County Engineer for approval prior to construction or installation of the IMPROVEMENTS. The County Engineer shall have thirty (30) days to review the PROJECT DESIGN to determine conformance with the requirements of this Agreement. Approval by the County Engineer may be withheld for a failure to conform with the provisions of this Agreement. Substantial variations from the approved PROJECT DESIGN shall require prior written approval of the County Engineer. The COUNTY shall have the final determination of the eligibility for reimbursement of any changes to the approved PROJECT DESIGN. The final landscaping permit drawings must be signed and sealed by a Florida Registered Landscape Architect experienced in roadway planting and familiar with the COUNTY's Streetscape Standards Manual.

6. Labor and Materials. The VILLAGE shall obtain or provide all labor and materials necessary for the construction and installation of the IMPROVEMENTS. The minimum requirement for any plant stock shall be Florida Grade No. 1, as defined in Florida Department of Consumer Services Grades and Standards for Nursery Plants (most current edition), with the exception of certain Grade No. 2 plant materials which are specified on the approved PROJECT DESIGN for the IMPROVEMENTS. The County Engineer shall have the final determination of eligibility for reimbursement of all plant materials.

7. Annual Appropriation. The COUNTY's performance and obligation to pay under this Agreement is agreed to by the Board of County Commissioners. Any additional transfers or allocations necessary to complete the IMPORVEMENTS shall be subject to approval by the Board of County Commissioners in future budgets.

8. Governmental Approval and Compliance. The VILLAGE agrees to obtain, all permits required for the construction, installation, maintenance or replacement of the IMPROVEMENTS, including, but not limited to, any required COUNTY permits. COUNTY agrees to waive any and all fees associated with required County permits. The VILLAGE agrees to comply with all federal, state, regional and local laws, orders, rules and regulations applicable to the construction, installation, maintenance and replacement of the IMPROVEMENTS.

9. Maintenance. The VILLAGE shall be responsible for the perpetual maintenance of the median landscaping if installed, and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional or local governmental agency which are required for the subsequent maintenance of the medians, if installed. Maintenance of all landscaping along the right-of-way of Prosperity Farms Road is the responsibility of the resident/property owner per VILLAGE Code.

10. Repairs. The VILLAGE shall be responsible for repairing any damage to sidewalks, curbing, roadway pavement, drainage facilities and utilities resulting from the construction or installation of IMPROVEMENTS. The VILLAGE shall commence repairs within sixty (60) days after written notice from the COUNTY and shall prosecute such repairs to completion. In the event the VILLAGE fails to commence repairs within the sixty (60) day period or the repairs are of an urgent nature, the COUNTY may cause the repairs to be completed and the VILLAGE shall