

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## **AGENDA ITEM SUMMARY**

**Meeting Date:** March 11, 2008    ☒ **Consent**    ☐ **Regular**  
   ☐ **Workshop**    ☐ **Public Hearing**

**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Streetscape Section

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A third Amendment to the Financial Assistance Agreement (R2005-0033) with Northtree Community Association (Association) for an extension of the completion date for improvements in and along Palm Beach County's (County) Hagen Ranch Road.

**Summary:** The original Agreement provides for a reimbursement, in an amount not to exceed a maximum of \$25,000, to the Association for the planned improvements in the County's Hagen Ranch Road from the L-20 Canal to the Association's north property line. This third Amendment with the Association will extend the completion date from December 31, 2007 to December 31, 2008, and also establishes that the irrigation pump station may be located outside of the Hagen Ranch Road right-of-way (within 25 feet and visible from the right-of-way) on the Association property. The completion of the improvements has been delayed due to permit compliance issues.

**District: 3 (MRE)**

**Background and Justification:** Funding under this Agreement, in an amount not to exceed a maximum of \$25,000, comes from the District 3 Gas Tax Reserves. The District 3 Commissioner has agreed to the use of District 3 Reserves for this purpose. The Association has already executed this Amendment, and will be responsible for the perpetual maintenance of these improvements.

**Attachments:**

1. Location Sketch
2. Commissioner Authorization for this Extension
3. Amendment to Financial Assistance Agreements (2)
4. Financial Assistance Agreement of January 11, 2005 (R2005-0033)
5. Financial Assistance Agreement of February 7, 2006 (R2006-0169)
6. Financial Assistance Agreement of February 27, 2007 (R2007-0247)

**Recommended by:**

Division Director

Date \_\_\_\_\_

**Approved By:**

**County Engineer**

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-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	\$ -0-	-0-	-0-	-0-	-0-

### # ADDITIONAL FTE POSITIONS (Cumulative)

**Is Item Included in Current Budget?**      Yes X                  No   .  
**Budget Acct No.: Fund** 3500 **Dept.** 368 **Unit** 1146 **Object** 8201  
    **Program**


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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 1/22/08

### III. REVIEW COMMENTS

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

  
 2-25-08  
 OFMB  
 SN  
 2/21/08  
 CN  
 2/13/08

Contract Dev. and Control

**This amendment complies with our review requirements.**

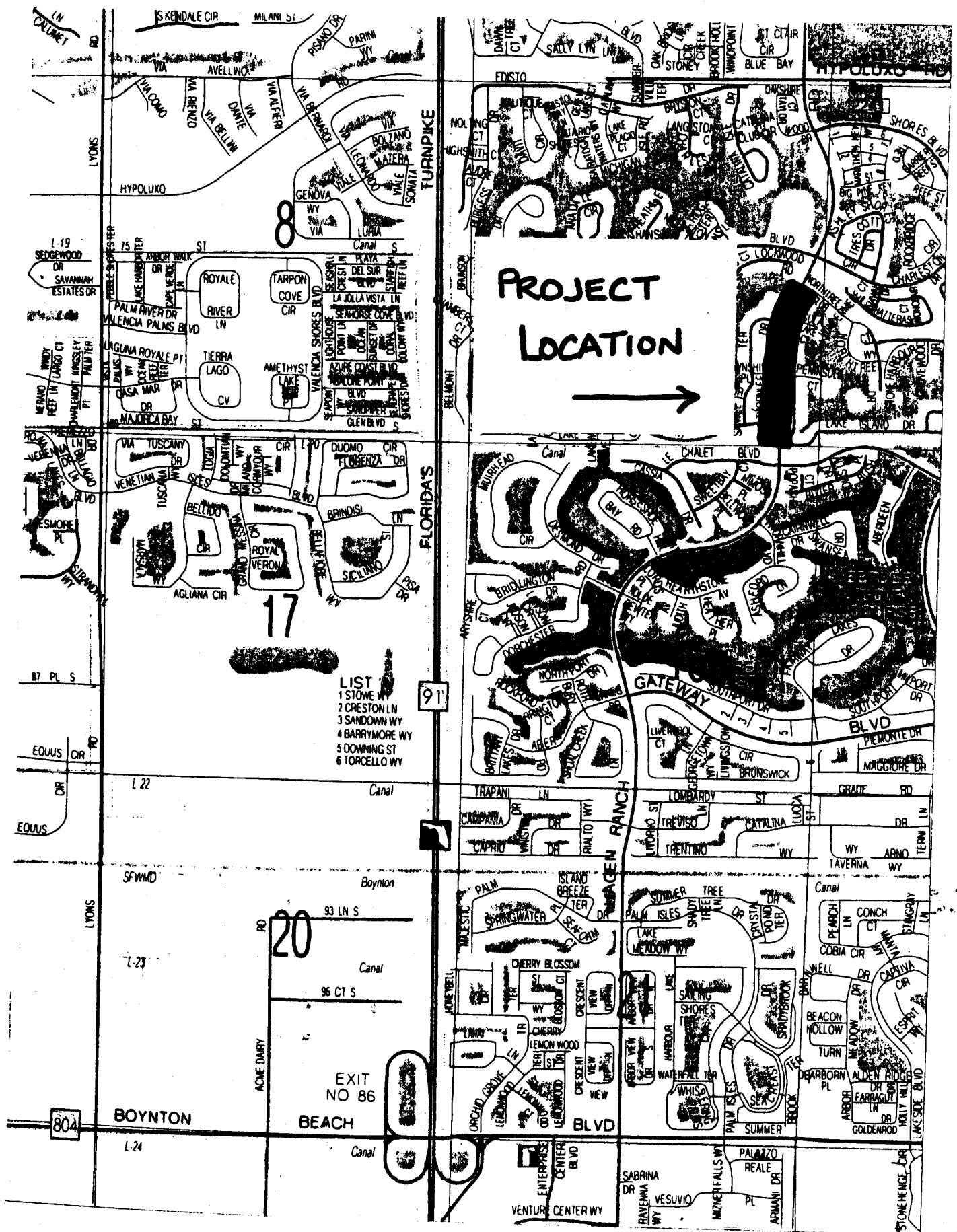
**B. Approved as to Form and Legal Sufficiency:**

Marlene R. Galt 3/3/08  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

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



## LOCATION SKETCH

**From:** Bob Dovey  
**To:** Andrew Hertel  
**Date:** 1/17/2008 11:54:25 AM  
**Subject:** Re: Financial Assistance Agreement with Northtree

Andy:

Pursuant to our onsite meeting and follow up conversations, please use this communication as Commissioner Kanjian's request and authorization to amend (time extension to the original agreement) the Northtree HOA landscaping project agreement (as referenced herein), including \$25,000 from the District III Gas Tax Allocation funds, to December 31, 2008.

Please keep me in the loop as we progress. THX! Bob

Bob Dovey, Sr. Admin. Assistant  
to Commissioner Bob Kanjian  
PBC Board of County Commissioners, District III  
Office (561) 355-3279  
Fax (561) 355-6344

>>> On 1/17/2008 at 8:15 AM, Andrew Hertel wrote:  
Bob,

We have received back from Northtree the partially-executed 3rd amendment to the agreement with them. As an attachment to the agenda item for the amendment when it goes to the BCC, I need an authorization (actually a re-authorization) saying the Commissioner is OK with using \$25,000 of his gas tax funding to pay for the amendment to the agreement. The funding has already been encumbered. An email from you re-authorizing that funding would be appreciated.

Feel free to call with any questions.

Thanks, Andy

**CC:** ck; cs; Owen Miley

ATTACHMENT #2

3RD AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY  
ASSOCIATION, INC. - FOR IRRIGATION AND BEAUTIFICATION

1     **3rd AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JANUARY**  
2     **11, 2005 WITH NORTHTREE COMMUNITY ASSOCIATION, INC., FOR IRRIGATION**  
3     **AND BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR HAGEN RANCH**  
4     **ROAD**

5     **THIS 3<sup>rd</sup> AMENDMENT** is made to the Financial Assistance Agreement (R2005-  
6     0033) dated January 11, 2005, by and between NORTHTREE COMMUNITY  
7     ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter  
8     "**ASSOCIATION**", and PALM BEACH COUNTY, a political subdivision of the State of  
9     Florida, hereinafter "**COUNTY**".

10                     **W I T N E S S E T H:**

11             **WHEREAS**, on January 11, 2005, **ASSOCIATION** and **COUNTY** entered into a  
12     Financial Assistance Agreement (R2005-0033) providing for reimbursement funding of the  
13     cost of **ASSOCIATION'S** installation of irrigation and beautification in the east swale of the  
14     **COUNTY's** right of way for Hagen Ranch Road adjacent to **ASSOCIATION'S** property from  
15     the L-20 Canal to the **ASSOCIATION'S** north property line (approximately 300 feet south of  
16     Charleston Shores Boulevard), hereinafter "**IMPROVEMENTS**"; and

17             **WHEREAS**, R2005-0033 provided for a completion date of December 31, 2005; and

18             **WHEREAS**, R2006-0169 extended the completion date to December 31, 2006; and

19             **WHEREAS**, R2007-0247 extended the completion date to December 31, 2007; and

20             **WHEREAS**, the completion date for the **IMPROVEMENTS** has been further delayed  
21     and will not be met due to irrigation system design problems; and

22             **WHEREAS**, **COUNTY** and **ASSOCIATION** wish to amend the description of  
23     **IMPROVEMENTS** to provide that the irrigation pump station (and its appurtenances) for  
24     this project may be located outside of the Hagen Ranch Road right of way (within 25 feet,  
25     and visible from the right of way), on **ASSOCIATION** property; and

26             **WHEREAS**, **COUNTY** and **ASSOCIATION** desire to amend the December 31, 2007  
27     completion date for an additional twelve (12) month period to December 31, 2008.

28             **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and  
29     agreements herein contained, the parties agree as follows:

3RD AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY  
ASSOCIATION, INC. – FOR IRRIGATION AND BEAUTIFICATION

1           1. The description of the **IMPROVEMENTS** contained in the Financial Assistance  
2 Agreement (R2005-0033) is hereby amended to read as follows:

3  
4                       WHEREAS, **ASSOCIATION** (Federal ID Number 650019235) wishes  
5 to install irrigation and beautification in the east swale of the **COUNTY**'s right  
6 of way for Hagen Ranch Road adjacent to **ASSOCIATION**'s property from  
7 the L-20 Canal to the **ASSOCIATION**'s north property line (approximately  
8 300 feet south of Charleston Shores Boulevard), and the irrigation pump  
9 station and appurtenances for this project which may be located outside of  
10 the Hagen Ranch Road right of way (within 25 feet, and visible from the right  
11 of way), on **ASSOCIATION** property, hereinafter "**IMPROVEMENTS**".  
12

13           2. Paragraph 9 of Financial Assistance Agreement R2005-0033 is amended as  
14 follows:

15                       9. All installation of these **IMPROVEMENTS** shall be completed and final  
16 invoices submitted to **COUNTY** no later than December 31, 2008, and  
17 **COUNTY** shall have no obligation to **ASSOCIATION** or any other entity or  
18 person for any cost incurred thereafter.  
19

20           3. It is the intent of the parties hereto that this **AMENDMENT** shall not become  
21 binding until the date executed by the Board of County Commissioners of Palm Beach  
22 County.  
23

24           4. All other provisions of the Financial Assistance Agreement dated January 11,  
25 2005, shall remain in full force and effect.  
26  
27  
28  
29  
30  
31  
32  
33  
34

3RD AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY  
ASSOCIATION, INC. - FOR IRRIGATION AND BEAUTIFICATION

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

3  
4       PALM BEACH COUNTY, FLORIDA, BY  
5       ITS BOARD OF COUNTY COMMISSIONERS  
6

NORTHTREE COMMUNITY  
ASSOCIATION, INC.  
BY ITS BOARD OF DIRECTORS

7       By: \_\_\_\_\_  
8       ADDIE L. GREENE, CHAIRPERSON

By:  \_\_\_\_\_  
PRESIDENT

9       ATTEST:  
10       SHARON R. BOCK, CLERK  
11       & COMPTROLLER


ATTEST:

12       By: \_\_\_\_\_  
13       DEPUTY CLERK

By: \_\_\_\_\_  
ASSOCIATION SECRETARY

14       By: \_\_\_\_\_  
15       APPROVED AS TO FORM AND LEGAL  
16       SUFFICIENCY  
17       ASSISTANT COUNTY ATTORNEY

By: \_\_\_\_\_  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

18       By:  \_\_\_\_\_  
19       APPROVED AS TO TERMS AND  
20       CONDITIONS

NORTHTREE COMMUNITY ASSOCIATION, INC. - IRRIGATION AND BEAUTIFICATION

**FINANCIAL ASSISTANCE AGREEMENT WITH NORTHTREE COMMUNITY ASSOCIATION, INC., FOR IRRIGATION AND BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR HAGEN RANCH ROAD**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of JAN 11 2005, 2004, by and between NORTHTREE COMMUNITY ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter "ASSOCIATION", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

**WITNESSETH:**

WHEREAS, ASSOCIATION (Federal ID Number 650019235) wishes to install irrigation and beautification in the east swale of the COUNTY's right of way for Hagen Ranch Road adjacent to ASSOCIATION's property from the L-20 Canal to the ASSOCIATION's north property line (approximately 300 feet south of Charleston Shores Boulevard), hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public purpose in the enhancement of the appearance of the right of way and wishes to support ASSOCIATION's efforts to install the IMPROVEMENTS by providing reimbursement funding from Commission District 3 Discretionary Funds for Improvements, in an amount not to exceed TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) ; and

WHEREAS, after installation, ASSOCIATION will be responsible for the perpetual maintenance of the IMPROVEMENTS; and

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

1. The above recitals are true, correct and are incorporated herein.
2. COUNTY agrees to provide to ASSOCIATION reimbursement funding from Commission District 3 Discretionary Funds for Improvements, in an amount not to exceed TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00).



1           3.     COUNTY agrees to reimburse ASSOCIATION the amount established in  
2 paragraph 2 for costs (materials and labor) associated with the installation of the  
3 IMPROVEMENTS, upon ASSOCIATION's submission of acceptable documentation  
4 needed to substantiate their costs for the IMPROVEMENTS. COUNTY will use its  
5 best efforts to provide said funds to ASSOCIATION on a reimbursement basis within  
6 forty-five (45) days of receipt of all information required in Paragraph 6, below.

7           4.     COUNTY's obligation is limited to its payment obligation and COUNTY  
8 shall have no obligation to any other person or entity.

9           5.     ASSOCIATION agrees to assume all responsibility for design, bidding,  
10 contract preparation, and contract administration for the installation of the  
11 IMPROVEMENTS, including payment(s) to contractor(s), pursuant to all applicable  
12 governmental laws and regulations and will comply with all applicable governmental  
13 landscaping codes and permitting requirements in the selection and installation of  
14 the IMPROVEMENTS. ASSOCIATION agrees to install the IMPROVEMENTS  
15 substantially in accordance with the plans, specifications and costs as permitted by  
16 COUNTY. ASSOCIATION also agrees to assume financial responsibility for the  
17 completion of any portions of the IMPROVEMENTS that are not fully-funded by the  
18 amount set forth in Paragraph 2, above. Otherwise, the COUNTY will have the final  
19 determination of the eligibility for reimbursement of any changes. Substantial  
20 variations from the permitted plans shall require prior written approval from  
21 COUNTY Engineer's Office. The final permit drawings must be signed and sealed by  
22 a Florida Registered Landscape Architect experienced in roadway planting and  
23 familiar with COUNTY's Streetscape Standards Manual.

24           6.     ASSOCIATION will obtain or provide all labor and materials necessary  
25 for the design and installation of the IMPROVEMENTS. COUNTY shall have the final  
26 determination of eligibility for reimbursement. ASSOCIATION shall furnish the  
27 Manager, Streetscape Section, of COUNTY's Department of Engineering and Public  
28 Works with a request for payment supported by the following:

1           a. A statement from a Florida Registered Landscape Architect that the  
2           IMPROVEMENTS have been inspected and were installed substantially  
3           in accordance with the permitted plans for the IMPROVEMENTS, and;  
4           b. A Contract Payment Request Form and a Contractual Services  
5           Purchases Schedule Form, attached hereto and incorporated herein as  
6           Exhibit "A" (pages 1 and 2) which are required for each and every  
7           reimbursement requested by ASSOCIATION. Said information shall list  
8           each invoice paid by ASSOCIATION and shall include the vendor  
9           invoice number, invoice date, and the amount paid by ASSOCIATION.  
10          ASSOCIATION shall attach a copy of each vendor invoice paid by  
11          ASSOCIATION along with a copy of the respective check and shall  
12          make reference thereof to the applicable item listed on the Contractual  
13          Services Purchases Schedule Form. Further, the Program  
14          Administrator and the President of the ASSOCIATION, or his designee  
15          shall also certify that each vendor invoice listed on the Contractual  
16          Services Purchases Schedule Form was paid by ASSOCIATION as  
17          indicated.

18          7.     ASSOCIATION shall maintain adequate records to justify all charges,  
19          expenses, and costs incurred in performing the IMPROVEMENTS for at least three  
20          (3) years after the completion of such IMPROVEMENTS. COUNTY shall have access  
21          to all books, records and documents as required in this Section for the purpose of  
22          inspection or audit during normal business hours.

23          8.     ASSOCIATION agrees to be responsible for the perpetual maintenance  
24          of the IMPROVEMENTS following their installation and shall be solely responsible  
25          for obtaining and complying with all necessary permits, approvals, and  
26          authorizations from any federal, state, regional, or COUNTY agency which are  
27          required for the subsequent maintenance of the IMPROVEMENTS.

1           9. All installation of these IMPROVEMENTS shall be completed and final  
2 invoices submitted to COUNTY no later than December 31, 2005, and COUNTY shall  
3 have no obligation to ASSOCIATION or any other entity or person for any cost  
4 incurred thereafter unless the time for completion is extended by modification of this  
5 Agreement as provided herein.

6           10. ASSOCIATION recognizes that it is an independent contractor, and not  
7 an agent or servant of COUNTY or its Board of County Commissioners. In the event  
8 a claim or lawsuit is brought against COUNTY, its officers, employees, servants or  
9 agents, relating to the IMPROVEMENTS or any item which is the responsibility of  
10 ASSOCIATION, ASSOCIATION hereby agrees to indemnify, save and hold harmless  
11 COUNTY, its officers, employees, servants or agents, and to defend said persons  
12 from any such claims, liabilities, causes of action and judgments of any type  
13 whatsoever arising out of or relating to the existence of the IMPROVEMENTS or the  
14 performance by ASSOCIATION as may relate to this Agreement. ASSOCIATION  
15 agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its  
16 officers, employees, servants or agents in connection with such claims, liabilities  
17 or suits except as may be incurred due to the negligence of COUNTY.

18           11. ASSOCIATION shall, at all times during the term of this Agreement (the  
19 installation and existence of the IMPROVEMENTS), maintain in force its status as an  
20 insured corporation, and shall provide evidence of this insurance prior to COUNTY's  
21 execution of this Agreement.

22           12. As provided in F.S. 287.132-133, by entering into this Agreement or  
23 performing any work in furtherance hereof, ASSOCIATION certifies that its affiliates,  
24 suppliers, sub-contractors, and consultants who perform work hereunder, have not  
25 been placed on the convicted vendor list maintained by the State of Florida  
26 Department of Management Services within 36 months immediately preceding the  
27 date hereof. This notice is required by F.S. 287.133(3)(a).

28           13. ASSOCIATION shall require each contractor engaged by ASSOCIATION  
29 for work associated with this Agreement to maintain:

1 a. Workers' Compensation coverage in accordance with Florida  
2 Statutes, and;

3 b. Commercial General Liability coverage, including vehicle coverage,  
4 in combined single limits of not less than ONE MILLION AND 00/100  
5 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage  
6 as an additional insured.

7 c. A payment and performance bond for the total amount of the  
8 improvements in accordance with Florida Statute 255.05.

9 14. In the event of termination, ASSOCIATION shall not be relieved of  
10 liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the  
11 contract by ASSOCIATION; and COUNTY may withhold any payment to  
12 ASSOCIATION for the purpose of set-off until such time as the exact amount of  
13 damages due COUNTY is determined. In the event ASSOCIATION elects to  
14 discontinue its maintenance obligation for the IMPROVEMENTS under this  
15 Agreement, it shall be the obligation of ASSOCIATION to restore, if necessary, the  
16 area of the IMPROVEMENTS on COUNTY's right-of-way to a condition acceptable to  
17 COUNTY Engineer, which shall be in accordance with Federal, State and COUNTY  
18 standards for road construction and/or maintenance. In the event ASSOCIATION fails  
19 to restore the area of the IMPROVEMENTS to a condition acceptable to COUNTY  
20 Engineer, COUNTY may undertake such restoration and ASSOCIATION shall be  
21 liable for the costs of such restoration.

22 15. ASSOCIATION's termination of this AGREEMENT shall result all  
23 obligations of COUNTY for funding contemplated herein to be canceled.

24 16. COUNTY and ASSOCIATION agree that no person shall, on the grounds  
25 of race, color, national origin, sexual orientation, religion or creed, sex, age, or  
26 handicap be discriminated against in performance of the Agreement.

27 17. COUNTY may, at COUNTY's discretion and for the duration of  
28 IMPROVEMENTS, install signs within the public property or easement, notifying the  
29 public that the IMPROVEMENTS were funded with COUNTY dollars.

1           18. In the event that any section, paragraph, sentence, clause, or provision  
2 hereof is held invalid by a court of competent jurisdiction, such holding shall not  
3 affect the remaining portions of this Agreement and the same shall remain in full  
4 force and effect.

5           19. All notices required to be given under this Agreement shall be in  
6 writing, and deemed sufficient to each party when sent by United States Mail,  
7 postage prepaid, to the following:

8                           AS TO COUNTY

9                           Manager, Streetscape Section  
10                          Palm Beach County Department of  
11                          Engineering and Public Works  
12                          Post Office Box 21229  
13                          West Palm Beach, Florida 33416-1229

14                          AS TO ASSOCIATION

15                          President, Northtree Community Association, Inc.  
16                          22151 Shorewind Drive  
17                          Boca Raton, FL 33428  
18

19           20. This Agreement shall be construed and governed by the laws of the  
20 State of Florida. Any and all legal action necessary to enforce this Agreement shall  
21 be held in Palm Beach County. No remedy herein conferred upon any party is  
22 intended to be exclusive of any other remedy, and each and every other remedy shall  
23 be cumulative and shall be in addition to every other remedy given hereunder or now  
24 or hereafter existing at law or in equity or by statute or otherwise. No single or  
25 partial exercise by any party of any right, power, or remedy shall preclude any other  
26 or further exercise thereof.

27           21. Any costs or expenses (including reasonable attorney's fees)  
28 associated with the enforcement of the terms and conditions of this Agreement  
29 shall be borne by the respective parties; provided, however, that this clause pertains  
30 only to the parties to the Agreement.

1           22.    Except as expressly permitted herein to the contrary, no modification,  
2           amendment, or alteration in the terms or conditions contained herein shall be  
3           effective unless contained in a written document executed with the same formality  
4           and equality of dignity herewith.

5           23.    Each party agrees to abide by all laws, orders, rules and regulations and  
6           ASSOCIATION will comply with all applicable governmental landscaping codes in  
7           the maintenance and replacement of the IMPROVEMENTS.

8           24.    The parties to this Agreement shall not be deemed to assume any  
9           liability for the negligent or wrongful acts, or omissions of the other party (or  
10          parties). Nothing contained herein shall be construed as a waiver by COUNTY, by  
11          any of the parties, of the liability limits established in Section 768.28, Florida  
12          Statutes.

13          25.    ASSOCIATION shall promptly notify COUNTY of any lawsuit-related  
14          complaint, or cause of action threatened or commenced against it which arises out  
15          of or relates, in any manner, to the performance of this Agreement.

16          26.    The parties expressly covenant and agree that in the event any of the  
17          parties is in default of its obligations under this Agreement, the parties not in default  
18          shall provide to the defaulting party thirty (30) days written notice before exercising  
19          any of their rights.

20          27.    The preparation of this Agreement has been a joint effort of the parties,  
21          and the resulting document shall not, solely as a matter of judicial constraint, be  
22          construed more severely against one of the parties than the other.

23          28.    ASSOCIATION has the authority to enter into this Agreement, and to  
24          perform the obligations contained herein.

25          29.    This Agreement represents the entire understanding among the parties,  
26          and supersedes all other negotiations, representations, or agreements, either written  
27          or oral, relating to this Agreement.

28          30.    A copy of this Agreement shall be filed with the Clerk of the Circuit  
29          Court in and for Palm Beach County, Florida.

1           **31. This Agreement shall take affect upon execution and the effective date**  
2 **shall be the date of execution.**

3                           **INTENTIONALLY LEFT BLANK**

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

NORTHTREE COMMUNITY ASSOCIATION, INC.

(ASSOCIATION SEAL)

NORTHTREE COMMUNITY ASSOCIATION, INC.  
BY ITS BOARD OF DIRECTORS

ATTEST:

By: [Signature]  
ASSOCIATION SECRETARY

By: [Signature]  
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
ASSOCIATION ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

R2005-0033

JAN 11 2005

~~DOROTHY H. WILKEN, CLERK~~  
Sharon R. Bock

By: [Signature]  
DEPUTY CLERK

By: [Signature]

~~KAREN T. MARGUS, CHAIR~~

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]



AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY ASSOCIATION, INC. -  
FOR IRRIGATION AND BEAUTIFICATION

R2006 0169  
FEB 07 2006

1 AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JANUARY 11,  
2 2005 WITH NORTHTREE COMMUNITY ASSOCIATION, INC., FOR IRRIGATION AND  
3 BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR HAGEN RANCH ROAD

4 THIS AMENDMENT is made to the Financial Assistance Agreement (R2005-  
5 0033) dated January 11, 2005, by and between NORTHTREE COMMUNITY  
6 ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter  
7 "ASSOCIATION", and PALM BEACH COUNTY, a political subdivision of the State of  
8 Florida, hereinafter "COUNTY".

9 WITNESSETH:

10 WHEREAS, on January 11, 2005, ASSOCIATION and COUNTY entered into a  
11 Financial Assistance Agreement (R2005-0033) providing for reimbursement funding of  
12 the cost of ASSOCIATION'S wishes to install irrigation and beautification in the east  
13 swale of the COUNTY's right of way for Hagen Ranch Road adjacent to  
14 ASSOCIATION'S property from the L-20 Canal to the ASSOCIATION'S north property  
15 line (approximately 300 feet south of Charleston Shores Boulevard), hereinafter  
16 "IMPROVEMENTS"; and

17 WHEREAS, R2005-0033 provided for a completion date of December 31, 2005;  
18 and

19 WHEREAS, the completion date of the IMPROVEMENTS has been delayed due  
20 to permitting and hurricane related problems; and

21 WHEREAS, COUNTY and ASSOCIATION desire to amend the December 31,  
22 2005 completion date for an additional twelve (12) month period to December 31, 2006.

23 NOW, THEREFORE, in consideration of the mutual covenants, promises, and  
24 agreements herein contained, the parties agree as follows:

25 1. Paragraph 9 of Financial Assistance Agreement R2005-0033 is  
26 amended as follows:

27 9. All installation of these IMPROVEMENTS shall be  
28 completed and final invoices submitted to COUNTY no later than  
29 December 31, 2006, and COUNTY shall have no obligation to  
30 ASSOCIATION or any other entity or person for any cost incurred  
31 thereafter.

32 2. It is the intent of the parties hereto that this AMENDMENT shall not  
33 become binding until the date executed by the Board of County  
34 Commissioners of Palm Beach County.

35 3. All other provisions of the Financial Assistance Agreement dated  
36 January 11, 2005, shall remain in full force and effect.  
37

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY ASSOCIATION, INC. -  
FOR IRRIGATION AND BEAUTIFICATION

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

3 R2006 0169  
FEB 07 2006

4 PALM BEACH COUNTY, FLORIDA, BY  
5 ITS BOARD OF COUNTY COMMISSIONERS  
6

NORTHTREE COMMUNITY  
ASSOCIATION, INC.  
BY ITS BOARD OF DIRECTORS

7 By: *Tony Nasiloti*  
8 TONY NASILOTTI, CHAIRMAN

By: *James J. [Signature]*  
PRESIDENT

9 ATTEST:

10 SHARON R. BOCK, CLERK  
11 & COMPTROLLER

ATTEST:

12 By: *Judith [Signature]*  
13 DEPUTY CLERK

By: *James J. [Signature]*  
ASSOCIATION SECRETARY

14 By: *Monica R. [Signature]*  
15 APPROVED AS TO FORM AND LEGAL  
16 SUFFICIENCY  
17 ASSISTANT COUNTY ATTORNEY

By: \_\_\_\_\_  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

18 By: *[Signature]*  
19 APPROVED AS TO TERMS AND  
20 CONDITIONS

21 F:\Median\GCG\AGR AND NORTHTREE COMM ASSOC.doc

**2<sup>ND</sup> AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JANUARY  
11, 2005 WITH NORTHTREE COMMUNITY ASSOCIATION, INC., FOR IRRIGATION  
AND BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR HAGEN RANCH  
ROAD**

**THIS 2<sup>ND</sup> AMENDMENT** is made to the Financial Assistance Agreement (R2005-0033) dated January 11, 2005, by and between NORTHTREE COMMUNITY ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter "**ASSOCIATION**", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

**WITNESSETH:**

**WHEREAS**, on January 11, 2005, **ASSOCIATION** and **COUNTY** entered into a Financial Assistance Agreement (R2005-0033) providing for reimbursement funding of the cost of **ASSOCIATION'S** installation of irrigation and beautification in the east swale of the **COUNTY's** right of way for Hagen Ranch Road adjacent to **ASSOCIATION'S** property from the L-20 Canal to the **ASSOCIATION'S** north property line (approximately 300 feet south of Charleston Shores Boulevard), hereinafter "**IMPROVEMENTS**"; and

**WHEREAS**, R2005-0033 provided for a completion date of December 31, 2005; and

**WHEREAS**, R2006-0169 extended the completion date to December 31, 2006; and

**WHEREAS**, the completion date for the **IMPROVEMENTS** has been delayed and will not be met due to hurricane Wilma and unforeseen difficulty in obtaining a water use permit from the South Florida Water Management District; and

**WHEREAS**, **COUNTY** and **ASSOCIATION** desire to amend the December 31, 2006 completion date for an additional twelve (12) month period to December 31, 2007.

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

1. Paragraph 9 of Financial Assistance Agreement R2005-0033 is amended as follows:

9. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to **COUNTY** no later than December 31, 2007, and **COUNTY** shall have no obligation to **ASSOCIATION** or any other entity or person for any cost incurred thereafter.

2. It is the intent of the parties hereto that this **AMENDMENT** shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.

**2ND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY  
ASSOCIATION, INC. – FOR IRRIGATION AND BEAUTIFICATION**

3. All other provisions of the Financial Assistance Agreement dated  
January 11, 2005, shall remain in full force and effect.

**INTENTIONALLY LEFT BLANK**

2ND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY  
ASSOCIATION, INC. - FOR IRRIGATION AND BEAUTIFICATION

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

R2007-0247 FEB 27 2007

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

NORTHTREE COMMUNITY  
ASSOCIATION, INC.  
BY ITS BOARD OF DIRECTORS

By: Addie L. Green  
ADDIE L. GREEN, CHAIRPERSON

By: [Signature]  
PRESIDENT

(COUNTY SEAL)

(ASSOCIATION SEAL)

ATTEST:

ATTEST:

SHARON R. BOCK, CLERK  
& COMPTROLLER

By: [Signature]  
DEPUTY CLERK

By: [Signature]  
ASSOCIATION SECRETARY

By: [Signature]  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY  
ASSISTANT COUNTY ATTORNEY

By: \_\_\_\_\_  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
APPROVED AS TO TERMS AND  
CONDITIONS