

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	March 11, 2008	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
		<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Public Hearing</b>

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**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Streetscape Section

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** A Third Amendment to the Financial Assistance Agreement (R2004-0303) with the Village of North Palm Beach (Village) for an extension of the completion date for improvements on Palm Beach County's (County) Prosperity Farms Road.

**Summary:** The original Agreement and Amendments 1 and 2 provide for a reimbursement, in an amount not to exceed a maximum of \$1,305,000, to the Village for the planned improvements on the County's Prosperity Farms Road from Northlake Boulevard to Burns Road. This Third Amendment with the Village will extend the completion date from December 31, 2007 to December 31, 2008. The completion of the improvements has been delayed due to contractor performance.

**District:** 1 (MRE)

**Background and Justification:** Funding under this Agreement, in an amount not to exceed a maximum of \$1,305,000, comes from the District 1 Gas Tax Reserves. The District 1 Commissioner has agreed to the use of District 1 Reserves for this purpose. The Village has already executed this Amendment, and will be responsible for the perpetual maintenance of the improvements.

**Attachments:**

1. Location Sketch
  2. Commissioner Authorization for this Extension
  3. Amendment to Financial Assistance Agreements (2)
  4. Financial Assistance Agreement of February 24, 2004 (R2004-0303)
  5. Financial Assistance Agreement of November 1, 2005 (R2005-2142)
  6. Financial Assistance Agreement of July 24, 2007 (R2007-1229)
- 

**Recommended by:**

  
Division Director

  
Date

**Approved By:**

  
County Engineer

  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>

Is Item Included In Current Budget? Yes \_\_\_\_\_ No

Budget Account No.:

Fund \_\_\_\_ Agency \_\_\_\_ Org. \_\_\_\_ Object \_\_\_\_ Reporting Category

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

This item is fully funded in the current budget.

### C. Departmental Fiscal Review:

*[Signature]*

## III. REVIEW COMMENTS

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

*[Signature]* 2-21-08  
OFMB  
2/21/08 SN CM  
2/29/08 2/13/08

*[Signature]* 2/22/08  
Contract Dev. and Control  
2/22/08

### B. Legal Sufficiency:

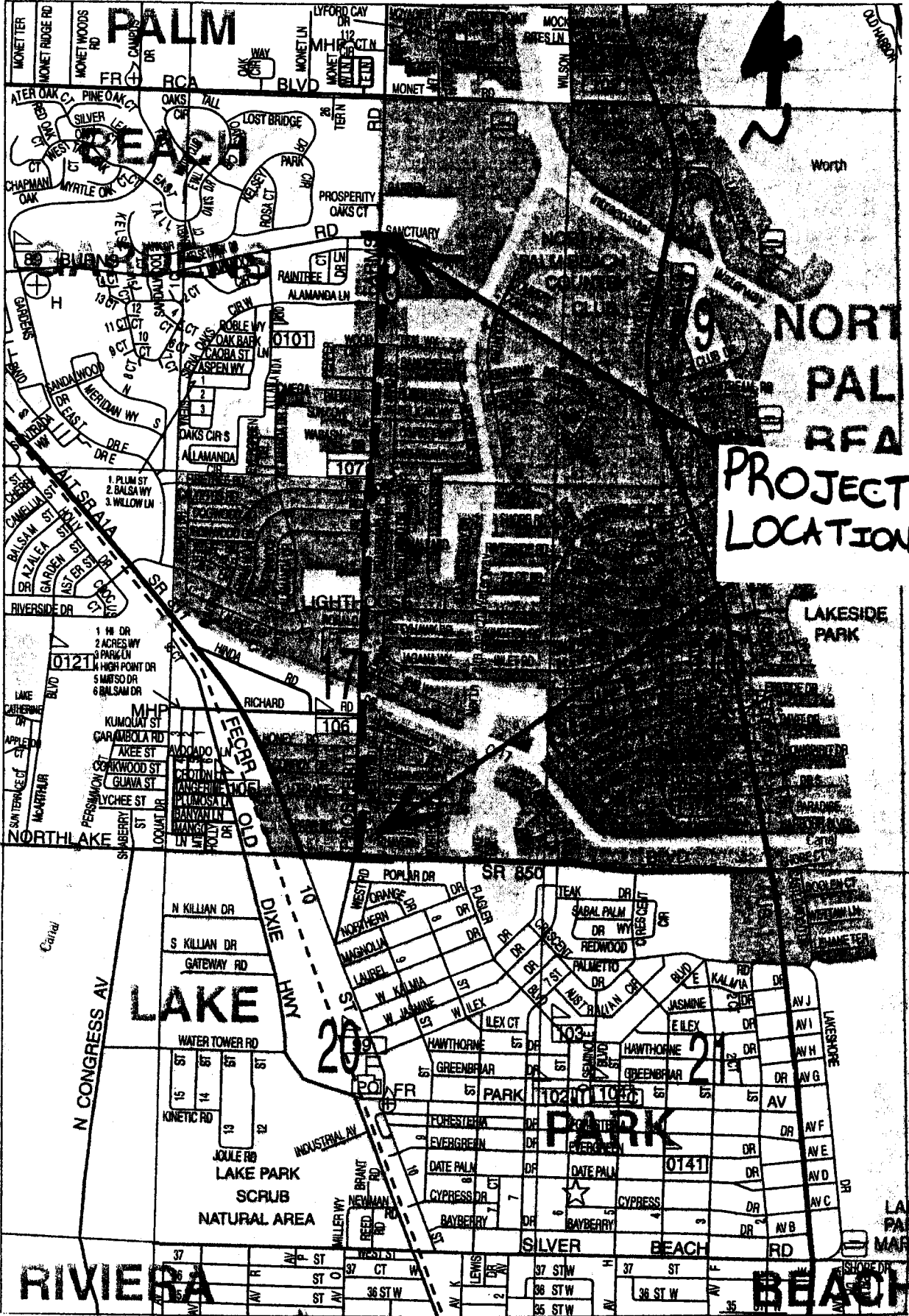
This amendment complies with  
our review requirements.

*[Signature]* 2/25/08  
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

ATTACHMENT #2

**From:** Patricia Weaver  
**To:** Andrew Hertel  
**Date:** 2/1/2008 10:31:56 AM  
**Subject:** Re: Fwd: Village of NPB 3rd Amendment

Commissioner Marcus has authorized the 3rd amendment to the Prosperity Farms Road agreement with the Village of North Palm Beach. The amendment is necessary since the agreement expired at the end of 2007. Thank you for your assistance.

Trish Weaver  
Administrative Assistant to  
Commissioner Karen T. Marcus

ATTACHMENT #2

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

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

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

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

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

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

**WHEREAS, on July 24, 2007 the parties entered into the Second Amendment to the AGREEMENT wherein COUNTY provided additional funding for the cost of the IMPROVEMENTS in an amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00) with the VILLAGE which brought the total available funding to ONE MILLION THREE HUNDRED FIVE THOUSAND AND**

AMENDMENT #3 TO FINANCIAL ASSISTANCE AGREEMENT WITH THE VILLAGE OF NORTH PALM BEACH FOR  
PROSPERITY FARMS ROAD BEAUTIFICATION

1 00/100 (\$1,305,000.00) DOLLARS; and

2 WHEREAS, the completion date of the IMPROVEMENTS has been further  
3 delayed due to additional time required to complete the project and the associated  
4 documentation; and

5 WHEREAS, VILLAGE and COUNTY desire to extend the existing deadline by  
6 which the IMPROVEMENTS are to be completed, and final paid invoices submitted to  
7 COUNTY to a date no later than December 31, 2008; and

8 WHEREAS, VILLAGE and COUNTY desire that this amendment shall relate  
9 back to December 31, 2007, and the Contract continued without interruption nor  
10 lapse and its term extended for an additional twelve (12) month period until  
11 December 31, 2008.

12 NOW, THEREFORE, in consideration of the promises contained in the  
13 AGREEMENT, the First Amendment, and this Second Amendment, the parties agree  
14 as follows:

- 15 1. The last sentence of Paragraph 3(B).2 of the AGREEMENT is amended  
16 to read as follows:

17 VILLAGE shall complete the construction of the IMPROVEMENTS on  
18 or before December 31, 2008.

- 19 2. The last Sentence of Paragraph 4 of the AGREEMENT is amended to  
20 read as follows:

21 VILLAGE shall submit all requests for reimbursement on or before  
22 December 31, 2008.

- 23 3. All provisions, covenants, terms and conditions of the AGREEMENT  
24 between the parties heretofore entered into under the date of February 24,  
25 2004, Amendment One dated April 5, 2005, as originally set forth therein,  
26 which are not hereby expressly amended or modified and not in conflict with  
27 the terms hereof, are hereby ratified and confirmed and shall remain the same  
28 and be unaffected by these presents.

AMENDMENT #3 TO FINANCIAL ASSISTANCE AGREEMENT WITH THE VILLAGE OF NORTH PALM BEACH FOR  
PROSPERITY FARMSL ROAD BEAUTIFICATION

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. Cursey  
MAYOR

(COUNTY SEAL)

(VILLAGE SEAL)

ATTEST:

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: DEPUTY CLERK

By: Melissa Teal  
VILLAGE CLERK

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

By: APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY  
VILLAGE ATTORNEY

By: [Signature]  
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

reimburse the COUNTY for all costs incurred by the COUNTY for the repairs within sixty (60) days after receipt of an invoice from the COUNTY.

11. Audit. The VILLAGE shall maintain adequate records to justify all charges, expenses and costs incurred by the VILLAGE for the IMPROVEMENTS for at least three (3) years after final payment by the COUNTY. The COUNTY shall have the right to audit and examine all such books and records during normal business hours of the VILLAGE.

12. Relationship of the Parties. VILLAGE acknowledges it is an independent contractor and operator, not an agent or servant of the COUNTY or its Board of County Commissioners. The VILLAGE shall be solely responsible to all parties for its respective acts or omissions, and COUNTY shall in no way be responsible therefore.

13. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the VILLAGE shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of VILLAGE's negligence in connection with this Agreement or the performance by the VILLAGE as it may relate to the IMPROVEMENTS. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This paragraph shall survive termination of this Agreement.

14. Insurance.

A. Without waiving the right to sovereign immunity, the VILLAGE reserves the right to self-insure for general liability with coverage limits of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per occurrence, or such monetary waiver

limits as set forth by the Florida legislature. In the event the VILLAGE maintains third-party commercial general liability insurance, the VILLAGE agrees to maintain coverage at a limit not less than One Million Dollars (\$1,000,000) per occurrence. The VILLAGE agrees to endorse PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS as an "Additional Insured" to the commercial general liability insurance, but only with respect to negligence arising out of this Agreement other than the COUNTY's negligence. This paragraph does not apply to liability policies affording indemnity based claims-bill coverage only. The VILLAGE shall deliver the COUNTY a Certificate of Insurance or statement of self-insurance to Palm Beach County, Engineering and Public Works, Attn: County Engineer, P.O. BOX 21229, West Palm Beach, FL 33416-1229.

B. The VILLAGE shall require each contractor engaged by the VILLAGE for work associated with this Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes and commercial general liability insurance at a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence. Each contractor shall endorse its commercial general liability insurance with a CG 2010 Additional Insured endorsement in favor of the VILLAGE and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS. When requested, the VILLAGE shall deliver to the COUNTY a Certificate of Insurance, evidencing the contractor's coverage, with a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage to Palm Beach County, Engineering and Public Works, Attn: Asst. County Engineer, P.O. Box 21229, West Palm Beach, FL 33416-1229.

2. A payment and performance bond for the total amount of the contract in accordance with Florida Statute 255.05, as may be amended from time to time.

15. Termination by VILLAGE. This Agreement may be terminated by the VILLAGE, with or without cause, immediately upon written notice to the COUNTY and the COUNTY shall be released and discharged upon termination from all further reimbursement obligations hereunder. If the VILLAGE fails to use the PROJECT DESIGN or construct the IMPROVEMENTS to completion, the VILLAGE shall be required to fully reimburse the COUNTY for any and all financial assistance provided to the VILLAGE by the COUNTY for the IMPROVEMENTS prior to termination of this Agreement by the VILLAGE, including, but not limited, any funding provided to the VILLAGE in accordance with AGREEMENT 1. This paragraph shall not act or be construed as a waiver of any rights COUNTY may have against the VILLAGE for breach of this Agreement, including, but not limited to, the right to bring an action for damages.

16. Termination by COUNTY. This Agreement may be terminated in whole or in part, by the COUNTY, with cause, upon written notice to the VILLAGE. Unless the VILLAGE is in breach of this Agreement, the VILLAGE shall be paid for those portions of the IMPROVEMENTS completed to the COUNTY's satisfaction through the date of termination by the COUNTY. After receipt of a termination notice, and except as otherwise directed by the COUNTY, the VILLAGE shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and contracts relating to the performance of the terminated work;
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY; and
- D. Continue and complete all parts of the work that have not been terminated.



17. Default by the COUNTY. COUNTY shall not be in default unless COUNTY fails to perform obligations imposed upon COUNTY hereunder within a reasonable time, but in no event later than thirty (30) days after written notice by VILLAGE to COUNTY; provided, however, that if the nature of COUNTY's obligations is such that more than thirty (30) days are required for performance then COUNTY shall not be in default if COUNTY commences performance within the thirty (30) day period and thereafter diligently prosecutes the same to completion.

18. Default by VILLAGE. The occurrence of any one (1) or more of the following events shall constitute a material default and breach of this Agreement by the VILLAGE:

A. The failure to construct and install the IMPROVEMENTS within the time frames set forth in Section 3(B) above.

B. The failure to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by the VILLAGE, except as described in Section 18(A) above, where such failure continues for a period of thirty (30) days after written notice from the COUNTY to the VILLAGE; provided, however, if the nature of the VILLAGE's default is such that more than thirty (30) days are reasonably required for its cure, then the VILLAGE shall not be deemed to be in default if the VILLAGE commences to cure the default within the thirty (30) day period and diligently pursues to cure the default to completion.

19. Remedies. In the event of a material default or breach by the VILLAGE, the VILLAGE agrees that the COUNTY may, without limiting any other right or remedy which the COUNTY may have under the law or at equity by reason of such default or breach, elect to exercise any one (1) or more of the following remedies:

A. Immediately terminate this Agreement and all further funding obligations to

the VILLAGE under this Agreement.

B. Require the VILLAGE to fully reimburse the COUNTY for any and all financial assistance provided by the COUNTY to the VILLAGE under this Agreement and AGREEMENT 1.

C. Require the VILLAGE to restore the area in where the IMPROVEMENTS were installed and/or constructed to a condition acceptable to the COUNTY.

D. Pursue any other remedy now or hereinafter available to COUNTY under the laws of the State of Florida.

Notwithstanding any provision of this Agreement to the contrary, the COUNTY shall have the right to bring an action for damages upon the occurrence of a default by the VILLAGE.

20. Discrimination. The COUNTY and VILLAGE agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.

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

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

TO THE COUNTY:  
County Engineer  
Palm Beach County Department of  
Engineering and Public Works

TO THE VILLAGE:  
Village Manager  
Village of North Palm Beach  
501 U.S. Highway 1

23. Complaints. Each party will promptly notify the other of any citizen complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

24. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

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

26. Time of the Essence. The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

27. Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

28. Public Entity Crimes. As provided in Florida Statute 287.133, by entering into this Agreement or performing any work in furtherance hereof, the VILLAGE certifies that its affiliates, suppliers, subcontractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

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

30. Construction of the Agreement. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely, as a matter of judicial restraint, be construed more severely against one of the parties than the other.

31. Entirety of the Agreement. This Agreement represents the entire understanding between the parties, and supercedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

32. Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

33. Headings/Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

34. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be

deemed to be incorporated in this Agreement by such reference.

35. Recorded Copy. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

36. Termination of Prior Agreement. AGREEMENT 1 is hereby terminated and replaced in its entirety by this Agreement.

37. Effective Date. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written above.

ATTEST:

VILLAGE OF NORTH PALM BEACH,  
BY ITS VILLAGE COUNCIL

By: [Signature]  
Village Clerk

By: [Signature]  
Mayor

David B. Morris  
Typed or Printed Name

R2004 0303

ATTEST:

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

DOROTHY H. WILKEN, CLERK

By: [Signature]  
Deputy Clerk

By: [Signature]  
Chair FEB 24 2004

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Nancy J. Dolan  
Assistant County Attorney

Approved as to Terms  
and Conditions

By: S. T. Webb

VILLAGE OF NORTH PALM BEACH - NORTHLAKE BOULEVARD BEAUTIFICATION

**FINANCIAL ASSISTANCE AGREEMENT FOR VILLAGE OF NORTH PALM BEACH  
NORTHLAKE BOULEVARD BEAUTIFICATION**

THIS INTER-LOCAL AGREEMENT is made and entered into this \_\_\_\_ day of  
NOV 01 2005, 2005, by and between the VILLAGE OF NORTH PALM BEACH, a  
municipal corporation of the State of Florida, hereinafter "VILLAGE", and PALM  
BEACH COUNTY, a political subdivision of the State of Florida, hereinafter  
"COUNTY".

**WITNESSETH:**

WHEREAS, VILLAGE is undertaking the installation of improvements,  
including, but not limited to, beautification in the right of way of State of Florida's  
Northlake Boulevard between Southwind Drive and U.S.1, hereinafter  
"IMPROVEMENTS"; and

WHEREAS, the first FIVE HUNDRED THOUSAND AND 00/100 DOLLARS  
(\$500,000.00) of the funding for the IMPROVEMENTS is being provided to VILLAGE  
under a funding agreement with the Florida Department of Transportation,  
hereinafter, "FDOT"; and

WHEREAS, COUNTY believes that these efforts by VILLAGE serve a public  
purpose in the enhancement of the appearance of this thoroughfare and wishes to  
provide additional support above and beyond FDOT's initial FIVE HUNDRED  
THOUSAND AND 00/100 DOLLARS (\$500,000.00) to fund an anticipated shortfall in  
the total project funding for VILLAGE's efforts to install the IMPROVEMENTS, by  
providing reimbursement funding from Board of County Commissioners District 1  
Discretionary Fund for Improvements; and

WHEREAS, after installation, VILLAGE 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.

1           2.     COUNTY agrees to provide to VILLAGE reimbursement funding for  
2 documented costs for the IMPROVEMENTS from Commission District 1  
3 Discretionary Funds for Improvements in an amount not to exceed THIRTY SIX  
4 THOUSAND AND 00/100 DOLLARS (\$36,000.00), to the extent that these costs are in  
5 excess of the initial FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)  
6 provided by FDOT.

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

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

15           5.     VILLAGE agrees to assume all responsibility for bidding, contract  
16 preparation, and contract administration for the installation of the IMPROVEMENTS,  
17 including payment(s) to contractor(s), pursuant to all applicable governmental laws  
18 and regulations and will comply with all applicable governmental landscaping codes  
19 and permitting requirements in the selection and installation of the IMPROVEMENTS.

20           6.     VILLAGE will obtain or provide all labor and materials associated with  
21 the installation of the IMPROVEMENTS. COUNTY shall have the final determination  
22 of eligibility for reimbursement. VILLAGE shall furnish the Manager, Streetscape  
23 Section, of COUNTY's Department of Engineering and Public Works with a request  
24 for payment supported by the following:

- 25           a.     A statement from a Florida Registered Landscape Architect, or as  
26 appropriate a Florida Registered Engineer, that the IMPROVEMENTS  
27 have been inspected and were installed substantially on accordance  
28 with the COUNTY approved plans for the IMPROVEMENTS, and;



1           **b. A Contract Payment Request Form and a Contractual Services**  
2           **Purchases Schedule Form, attached hereto and incorporated herein as**  
3           **Exhibit "A" (pages 1 and 2) which are required for each and every**  
4           **reimbursement requested by VILLAGE. Said information shall list each**  
5           **invoice payable by VILLAGE and shall include the vendor invoice**  
6           **number, invoice date, and the amount payable by VILLAGE. VILLAGE**  
7           **shall attach a copy of each vendor invoice paid by VILLAGE along with**  
8           **a copy of the respective check and shall make reference thereof to the**  
9           **applicable item listed on the Contractual Services Purchases Schedule**  
10          **Form. Further, the Program Administrator and the Program Financial**  
11          **Officer for VILLAGE shall also certify that each vendor invoice listed on**  
12          **the Contractual Services Purchases Schedule Form was paid by**  
13          **VILLAGE as indicated.**

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

19          **8. VILLAGE agrees to be responsible for the perpetual maintenance of the**  
20          **IMPROVEMENTS following the installation and shall be solely responsible for**  
21          **obtaining and complying with all necessary permits, approvals, and authorizations**  
22          **from any federal, state, regional, or COUNTY agency which are required for the**  
23          **subsequent maintenance of the IMPROVEMENTS.**

24          **9. All installation of these IMPROVEMENTS shall be completed and final**  
25          **invoices submitted to COUNTY no later than December 31, 2006, and COUNTY shall**  
26          **have no obligation to VILLAGE or any other entity or person for any cost incurred**  
27          **thereafter unless the time for completion is extended by modification of this**  
28          **Agreement as provided herein.**

1           **10. VILLAGE recognizes that it is an independent contractor, and not an**  
2 **agent or servant of COUNTY or its Board of County Commissioners. In the event a**  
3 **claim or lawsuit is brought against COUNTY, its officers, employees, servants or**  
4 **agents, relating to the IMPROVEMENTS or any item which is the responsibility of**  
5 **VILLAGE, VILLAGE hereby agrees, to the extent permitted by law, to indemnify, save**  
6 **and hold harmless COUNTY, its officers, employees, servants or agents, and to**  
7 **defend said persons from any such claims, liabilities, causes of action and**  
8 **judgments of any type whatsoever arising out of or relating to the negligent or**  
9 **wrongful acts or omissions of VILLAGE relating to the obligations of VILLAGE under**  
10 **this Agreement. VILLAGE, to the extent permitted by law, agrees to pay all costs,**  
11 **attorney's fees and expenses incurred by COUNTY, its officers, employees, servants**  
12 **or agents in connection with such claims, liabilities or suits except as may be**  
13 **incurred due to the negligence of COUNTY.**

14           **11. VILLAGE shall, at all times during the term of this Agreement (the**  
15 **installation and existence of the IMPROVEMENTS), maintain in force its status as an**  
16 **insured municipal corporation.**

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

23           **13. VILLAGE shall require each contractor engaged by VILLAGE for work**  
24 **associated with this Agreement to maintain:**

25                   **a. Workers' Compensation coverage in accordance with Florida**  
26                   **Statutes, and;**

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

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

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

16          15. VILLAGE's termination of this AGREEMENT shall result all obligations  
17          of COUNTY for funding contemplated herein to be canceled.

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

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

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

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

4                           **AS TO COUNTY**

5                           **Manager, Streetscape Section**  
6                           **Palm Beach County Department of**  
7                           **Engineering and Public Works**  
8                           **Post Office Box 21229**  
9                           **West Palm Beach, Florida 33416-1229**

10                           **AS TO VILLAGE**

11                           **Village Manager**  
12                           **Village of North Palm Beach**  
13                           **501 U.S. Highway 1**  
14                           **North Palm Beach, FL 33408**

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

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

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

31           **23. Each party agrees to abide by all laws, orders, rules and regulations and**  
32 **VILLAGE will comply with all applicable governmental landscaping codes in the**  
33 **maintenance and replacement of the IMPROVEMENTS.**

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

5           25. VILLAGE shall promptly notify COUNTY of any lawsuit-related  
6 complaint, or cause of action threatened or commenced against it which arises out  
7 of or relates, in any manner, to the performance of this Agreement.

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

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

15           28. This Agreement represents the entire understanding among the parties,  
16 and supersedes all other negotiations, representations, or agreements, either written  
17 or oral, relating to this Agreement.

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

20           30. This Agreement shall take affect upon execution and the effective date  
21 shall be the date of execution.

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

VILLAGE OF NORTH PALM BEACH

(VILLAGE SEAL)

VILLAGE OF NORTH PALM BEACH,  
BY ITS VILLAGE COUNCIL

ATTEST:

By:

Melissa Teal  
VILLAGE CLERK

By:

Edmund M. Eisey  
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

George W. Bahr  
VILLAGE ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

R2005 2142  
NOV 01 2005

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

TONY MASILOTTI  
CHAIRMAN

By:

Judith E. Bock  
DEPUTY CLERK

By:

Tony Masilotti

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Monroe R. Oatis  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By:

A. H. Frakes

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R2007.1229 JUL 24 2007

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

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

## WITNESSETH:

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

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

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

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



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

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 FARMS ROAD BEAUTIFICATION

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  
ADDIE L. GREENE, CHAIRPERSON

By: Edward M. Givney  
MAYOR

(COUNTY SEAL)

(VILLAGE SEAL)

ATTEST:

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: May Ponce  
DEPUTY CLERK

By: Melissa Teal  
VILLAGE CLERK

By: Marlene R. Gatto  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY  
ASSISTANT COUNTY ATTORNEY

By: Lee R.  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY  
VILLAGE ATTORNEY

By: ShO  
APPROVED AS TO TERMS AND  
CONDITIONS