

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 _____ No _____
Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object _____
Program _____

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

This item has no fiscal impact.

C. Departmental Fiscal Review: Bluff

III. REVIEW COMMENTS

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

Atwillhite 8-15-08
OFMB
WD 8/14/08
SP 8/13/08
VU 8/17

Joe J. Jucett 8/18/08
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

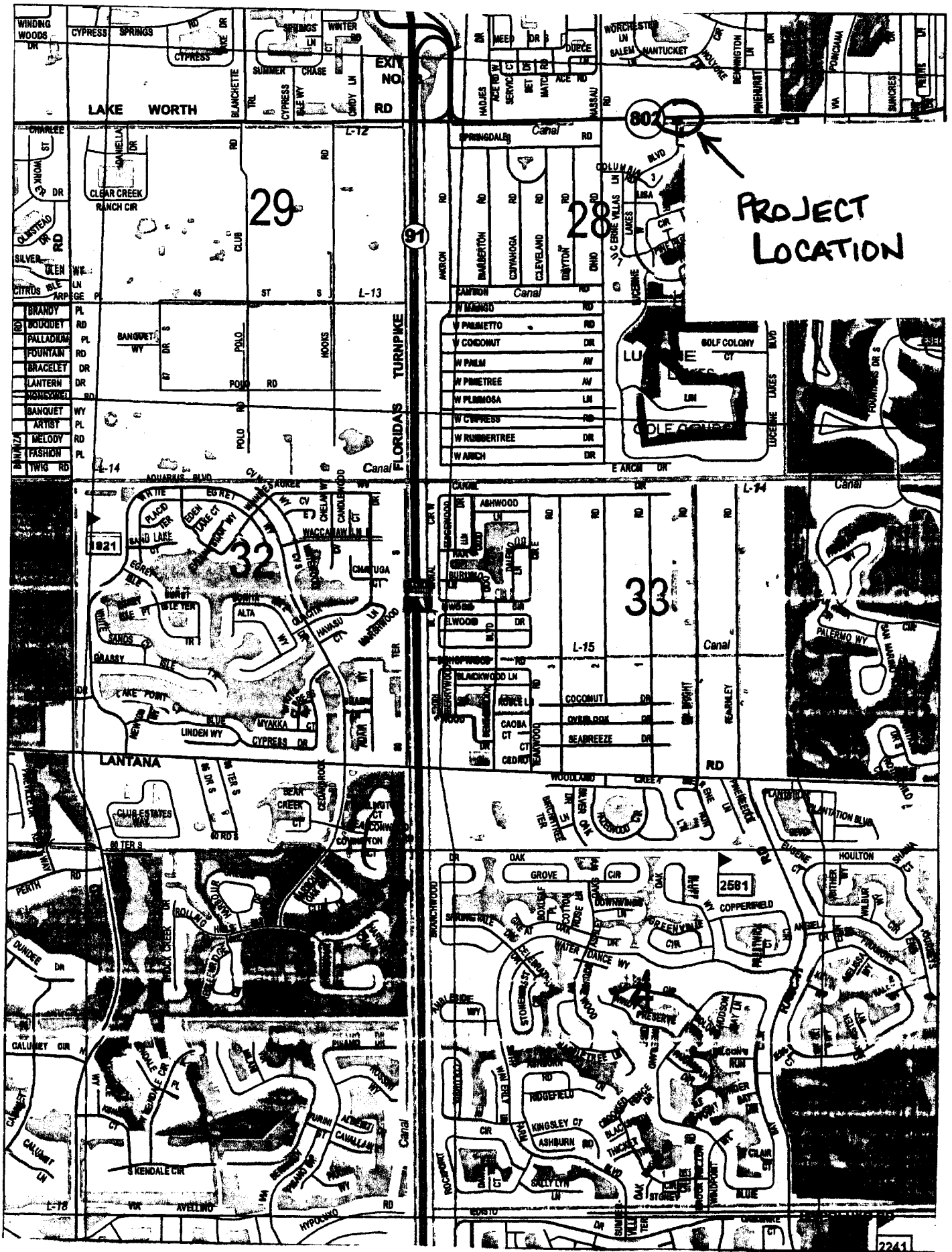
Marlene [Signature] 8/18/08
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

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



LOCATION SKETCH

ATTACHMENT # 2

From: Andrew Hertel
To: Gary Gregory
Date: 6/24/2008 12:55:16 PM
Subject: Fwd: Lucerne Lakes' financial assistance agreement

>>> Kim Ciklin 6/24/08 12:39 PM >>>

This will serve as Commissioner Koons' request to prepare an agenda item for a one-year time extension on the funding agreement with Lucerne Lakes, in order for them to complete the entranceway/culvert improvements along Lake Worth Road.

Thank you.

ATTACHMENT # 2

1 **AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JUNE 5, 2007**
2 **WITH LUCERNE LAKES HOMEOWNERS' ASSOCIATION, INC., FOR CULVERT**
3 **CROSSING IMPROVEMENTS IN THE LAKE WORTH DRAINAGE DISTRICT CANAL**
4 **L-12 ADJACENT TO LAKE WORTH ROAD**

5 **THIS AMENDMENT** is made to the Financial Assistance Agreement (R2007-
6 0843) dated June 5, 2007, by and between LUCERNE LAKES HOMEOWNERS'
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 **WITNESSETH:**

11 **WHEREAS**, on June 5, 2007, **ASSOCIATION** and **COUNTY** entered into a
12 Financial Assistance Agreement (R2007-0843) providing for reimbursement funding for
13 the **ASSOCIATION'S** costs to enhance the safety and appearance of Association's
14 culvert crossing in the Lake Worth Drainage District (LWDD) right of way for the Canal
15 L-12 adjacent to Lake Worth Road, in an amount not to exceed Thirty-Seven Thousand
16 and 00/100 Dollars (\$37,000) hereinafter "**IMPROVEMENTS**"; and

17 **WHEREAS**, R2007-0843 provided for a completion date of June 30, 2008; and

18 **WHEREAS**, the completion date of the **IMPROVEMENTS** has been delayed due
19 to contractor performance problems; and

20 **WHEREAS**, **COUNTY** and **ASSOCIATION** desire to amend the June 30, 2008
21 completion date for an additional twelve (12) month period to June 30, 2009.

 22 **WHEREAS**, **COUNTY** and **ASSOCIATION** desire that this amendment shall
23 relate back to June 5, 2007 and the Agreement continued without interruption nor lapse
24 and its term extended for an additional twelve (12) month period until June 30, 2009;

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

27 1. Paragraph 9 of Financial Assistance Agreement R2007-0843 is
28 amended as follows:

29 9. All installation of these **IMPROVEMENTS** shall be
30 completed and final invoices submitted to **COUNTY** no later than
31 June 30, 2009, and **COUNTY** shall have no obligation to
32 **ASSOCIATION** or any other entity or person for any cost incurred
33 thereafter.

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

37 3. All other provisions of the Financial Assistance Agreement dated
38 June 5, 2007, shall remain in full force and effect.

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR LUCERNE LAKES HOMEOWNERS' ASSOCIATION, INC. -
FOR CULVERT CROSSING IMPROVEMENTS

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

LUCERNE LAKES HOMEOWNERS' ASSOCIATION, INC.

(ASSOCIATION SEAL)

LUCERNE LAKES HOMEOWNERS' ASSOCIATION, INC. BY ITS BOARD OF DIRECTORS

ATTEST:

By: Ann C. Siegel
ASSOCIATION SECRETARY

By: Jan [Signature]
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] 7/14/08
ASSOCIATION ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
ADDIE L. GREENE, CHAIRPERSON

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]

R2007 0843

LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC. - Culvert Crossing Improvements

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FINANCIAL ASSISTANCE AGREEMENT FOR LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC. - CULVERT CROSSING IMPROVEMENTS

JUN 05 2007

THIS AGREEMENT is made and entered into this day of 2007, by and between LUCERNE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC. (Federal I.D. No. 592365877), 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 wishes to improve the culvert crossing (raise endwall elevation, move guardrail back and install grass) for Lucerne Lakes Boulevard (in Lake Worth Drainage District Canal L-12) adjacent to Lake Worth Road, hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public purpose by enhancing the safety of the culvert crossing and improving its appearance, and wishes to support ASSOCIATION's efforts associated with the IMPROVEMENTS by providing reimbursement funding from Board of County Commissioners Reserve for District 2 in an amount not to exceed THIRTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$37,000.00); and

WHEREAS, after installation, Lake Worth Drainage District (LWDD) will be responsible for the perpetual maintenance of the IMPROVEMENTS, pursuant to terms of the permit LWDD issued to ASSOCIATION for the IMPROVEMENTS.

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 for their IMPROVEMENTS from Board of County Commissioners Reserve for District 2 in an amount not to exceed THIRTY SEVEN THOUSAND AND 00/100 DOLLARS (\$37,000.00).

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2 3. COUNTY agrees to reimburse ASSOCIATION up to the amount established
3 in paragraph 2 for costs (related design, permitting, materials, and labor) associated with
4 the IMPROVEMENTS, upon ASSOCIATION's submission of acceptable documentation
5 needed to substantiate their costs for the IMPROVEMENTS.

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

8 5. ASSOCIATION agrees to assume all responsibility for design, bidding,
9 contract preparation, and contract administration for the installation of the
10 IMPROVEMENTS, including payment(s) to contractor(s), pursuant to all applicable
11 governmental laws and regulations and will comply with all applicable governmental codes
12 and permitting requirements in the selection and installation of the IMPROVEMENTS.
13 Otherwise, COUNTY will have the final determination of the eligibility for reimbursement of
14 any changes. Substantial variations from the permitted plans shall require prior written
15 approval from LWDD and COUNTY Engineer's Office. The final plans for the
16 IMPROVEMENTS must be signed and sealed by a Florida Registered Engineer.

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

- 22 a. A statement from a Florida Registered Engineer that the
23 IMPROVEMENTS have been inspected and were installed substantially in
24 accordance with the permitted plans for the IMPROVEMENTS, and;
- 25 b. A Contract Payment Request Form and a Contractual Services
26 Purchases Schedule Form, attached hereto and incorporated herein as
27 Attachment "A" (pages 1 and 2) which are required for each and every
28 reimbursement requested by ASSOCIATION. Said information shall list each
29 invoice payable by ASSOCIATION and shall include the vendor invoice
30 number, invoice date, and the amount payable by ASSOCIATION.
31 ASSOCIATION shall attach a copy of each vendor invoice paid by

1 ASSOCIATION along with a copy of the respective check and shall make
2 reference thereof to the applicable item listed on the Contractual Services
3 Purchases Schedule Form. Further, the Program Administrator and the
4 Program Financial Officer for ASSOCIATION shall also certify that each
5 vendor invoice listed on the Contractual Services Purchases Schedule Form
6 was paid by ASSOCIATION as indicated.

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

12 8. Lake Worth Drainage District (LWDD) will be responsible for the perpetual
13 maintenance of the IMPROVEMENTS, pursuant to terms of the permit LWDD issued to
14 ASSOCIATION for the IMPROVEMENTS.

15 9. All installation of these IMPROVEMENTS shall be completed and final
16 invoices submitted to COUNTY no later than June 30, 2008, and COUNTY shall have no
17 obligation to ASSOCIATION for any cost incurred thereafter unless the time for completion
18 is extended by modification of this Agreement as provided herein.

19 10. ASSOCIATION recognizes that it is an independent contractor, and not an
20 agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or
21 lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to
22 the IMPROVEMENTS or any item which is the responsibility of ASSOCIATION,
23 ASSOCIATION hereby agrees to indemnify, save and hold harmless COUNTY, its officers,
24 employees, servants or agents, and to defend said persons from any such claims,
25 liabilities, causes of action and judgments of any type whatsoever arising out of or relating
26 to the existence of the IMPROVEMENTS or the performance by ASSOCIATION as may
27 relate to this Agreement. ASSOCIATION agrees to pay all costs, attorney's fees and
28 expenses incurred by COUNTY, its officers, employees, servants or agents in connection
29 with such claims, liabilities or suits except as may be incurred due to the negligence of
30 COUNTY. Furthermore, ASSOCIATION stipulates that the extent of COUNTY's liability
31 pursuant to this Agreement shall be limited solely to its aforementioned payment obligation.

1 11. As provided in F.S. 287.132-133, by entering into this Agreement or
2 performing any work in furtherance hereof, ASSOCIATION certifies that its affiliates,
3 suppliers, subcontractors, and consultants who perform work hereunder, have not been
4 placed on the convicted vendor list maintained by the State of Florida Department of
5 Management Services within 36 months immediately preceding the date hereof. This
6 notice is required by F.S. 287.133(3)(a).

7 12. ASSOCIATION shall, at all times during the term of this Agreement (the
8 installation and existence of the IMPROVEMENTS), maintain in force its status as an
9 insured not for profit corporation, and shall provide proof of such insurance to COUNTY
10 (naming COUNTY as an additional insured) prior to COUNTY's execution of this
11 Agreement.

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

14 a. Workers' Compensation coverage in accordance with Florida Statutes,
15 and;

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

20 c. A payment and performance bond for the total amount of the
21 IMPROVEMENTS in accordance with Florida Statute 255.05.

22 14. In the event of termination, ASSOCIATION shall not be relieved of liability to
23 COUNTY for damages sustained by COUNTY by virtue of any breach of the contract by
24 ASSOCIATION; and COUNTY may withhold any payment to ASSOCIATION for the
25 purpose of set-off until such time as the exact amount of damages due COUNTY is
26 determined.

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

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

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

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

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

10 AS TO COUNTY

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

16 AS TO ASSOCIATION

17 President, Lucerne Lakes Master Property Owners' Association, Inc.
18 C/O Associated Property Management
19 1928 Lake Worth Road
20 Lake Worth, FL 33461
21

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

29 21. Any costs or expenses (including reasonable attorney's fees) associated with
30 the enforcement of the terms and conditions of this Agreement shall be borne by the
31 respective parties; provided, however, that this clause pertains only to the parties to the
32 Agreement.
33
34

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 effective
3 unless contained in a written document executed with the same formality and equality of
4 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 codes in the maintenance and
7 replacement of the IMPROVEMENTS.

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

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

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

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

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

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

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

28 31. This Agreement shall take affect upon execution and the effective date shall
29 be the date of execution.

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

3 LUCERNE LAKES MASTER PROPERTY OWNERS' ASSOCIATION, INC.

4 (ASSOCIATION SEAL)

BY ITS BOARD OF DIRECTORS

5
6 ATTEST:

7 By: Ann C. Siegel

8 ASSOCIATION SECRETARY

By: Janet Regan

PRESIDENT

9 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10 By: [Signature]

11 ASSOCIATION'S ATTORNEY

12
13 PALM BEACH COUNTY

14 R2007 0843
JUN 05 2007

15 (COUNTY SEAL)

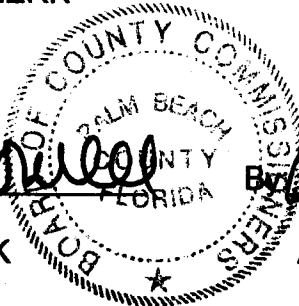
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

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17 ATTEST:

18 SHARON R. BOCK, CLERK
19 & COMPTROLLER

20
21 By: Sharon R. Bock

DEPUTY CLERK



By: Addie L. Greene

ADDIE L. GREENE, CHAIRPERSON

22
23
24 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

25
26 By: Madeline R. Lett

27 ASSISTANT COUNTY ATTORNEY

28
29 APPROVED AS TO TERMS AND CONDITIONS

30
31 BY: [Signature]