

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$70,000	\$70,000	\$70,000	-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	\$70,000	\$70,000	\$70,000	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes ☒ No ☐

Is this item using Federal Funds?

Yes ☐ No ☒

Is this item using State Funds?

Yes ☐ No ☒

Budget Account No:

Fund 1201 Dept 360 Unit 2230 Object 4607

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund
Road Section

Note: Subsequent year amounts are subject to BCC approval of future budgets.

C. Departmental Fiscal Review:

Darry Ramdalsingh

III. REVIEW COMMENTS

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

Luc Mart 9/11/2025
OFMB
MD 9/11

Shunda Brack 9/15/25
Contract Dev. and Control 26 9.12.25

B. Approved as to Form and Legal Sufficiency:

[Signature] 9/15/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. 2

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (R2019-1256) DATED
SEPTEMBER 10, 2019, BETWEEN PALM BEACH COUNTY AND
THE INDIAN TRAIL IMPROVEMENT DISTRICT**

This First Amendment (AMENDMENT) to the Interlocal Agreement dated September 10, 2019 (R2019-1256) (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the INDIAN TRAIL IMPROVEMENT DISTRICT, an independent special district of the State of Florida, organized and existing under Chapter 298, Florida Statutes (DISTRICT), individually Party and collectively Parties.

WITNESSETH

WHEREAS, on September 10, 2019, the DISTRICT and the COUNTY entered into the AGREEMENT to provide for mowing and grading services on an unpaved portion of 60th Street North from east of Avocado Boulevard to 120th Avenue North (60th Street Segment); and

WHEREAS, the 60th Street Segment is a COUNTY right-of-way; and

WHEREAS, the COUNTY and the DISTRICT now agree to amend the AGREEMENT, as provided herein.

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

- 1. The above recitations are true and correct and incorporated herein.
- 2. Section 1. of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

1. SERVICES

The DISTRICT's responsibility under the AGREEMENT is to provide mowing and grading services (MAINTENANCE) on the 60th Street Segment. The DISTRICT shall provide MAINTENANCE at the following minimum interval rates:

- a) mowing eight (8) times annually; and
- b) grading fifty-two (52) times annually.

MAINTENANCE includes provision of additional reconstructive fill material, on an as-needed basis, but does not include dust control or removal of existing material. Either Party may determine the need for fill material. The total amount of fill provided shall not exceed twenty (20) truck loads per year.

3. Section 2. of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

2. PAYMENTS TO DISTRICT

- a) The COUNTY shall pay the DISTRICT a yearly amount not to exceed SEVENTY THOUSAND and 00/100 DOLLARS (\$70,000) payable on a quarterly basis in four equal installments of SEVENTEEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$17,500) for all such work satisfactorily performed and upon submission of acceptable documentation needed to substantiate DISTRICT's cost of the MAINTENANCE. This amount shall be inclusive of all DISTRICT costs relating to the MAINTENANCE of the 60th Street Segment, including but not limited to equipment, labor, fuel, and maintenance of the equipment.
- b) The DISTRICT shall invoice the COUNTY on a quarterly basis in the amount of SEVENTEEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$17,500) for MAINTENANCE performed by the DISTRICT pursuant to the terms and conditions of the AGREEMENT. All invoices shall be submitted to the COUNTY with sufficient clarity to enable the Palm Beach County Clerk & Comptroller to perform its pre-audit functions.
- c) Invoices received from the DISTRICT pursuant to the AGREEMENT will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the AGREEMENT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY's representative's approval.

4. . Section 3. of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

3. TERM.

The DISTRICT shall provide MAINTENANCE services for the balance 2025 as provided in this AMENDMENT. The AGREEMENT (as amended) shall renew automatically at 12 A.M. (Midnight) on December 31, 2025 for an additional one (1) year term, and each December 31 thereafter, unless sooner amended or terminated by the parties as set forth in the AGREEMENT (as amended).

5. Section 10. of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

10. NOTICE

All notices required to be given under the AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United State Mail, postage prepaid, to the following:

As to COUNTY: Mr. Adam Faustini
Palm Beach County Engineering
Road & Bridge Division
2555 Vista Parkway
West Palm Beach, FL 33411

With copy to: Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to DISTRICT: Indian Trail Improvement District
ATTN: Executive Director
13476 61st Street North
West Palm Beach, FL 33412-1915

With copy to: Mr. Burgess Hanson, Executive Director
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412-1915

6. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.

7. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the AGREEMENT, shall remain in full force and effect.

SIGNATURES BEGIN ON FOLLOWING PAGE

IN WITNESS WHEREOF, this AMENDMENT is accepted as of the date signed by the COUNTY below, subject to the terms and conditions of the aforementioned AGREEMENT.

Palm Beach County, Florida, a
Political Subdivision of the
State of Florida by and through its

Indian Trail Improvement District
an Independent Special District
of the State of Florida

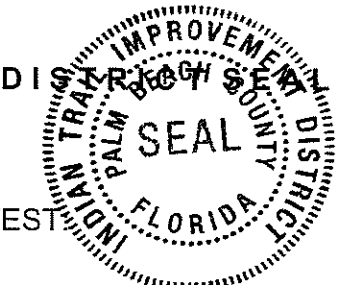
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

BY: _____
Elizabeth Accomando, President

SEAL

ATTEST: _____
Betty Argue, Secretary



ATTEST:
Joseph Abruzzo, Clerk of the Circuit
Court & Comptroller

BY: _____
Deputy Clerk

(Signature)

APPROVED AS TO TERMS
and CONDITIONS:

BY: _____
Steve Carrier, P.E.
Assistant County Engineer

APPROVED AS TO FORM and LEGAL
SUFFICIENCY:

BY: _____
Yelizaveta Herman
Assistant County Attorney