

RESOLUTION NO. 63-12-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH PALM BEACH COUNTY WHEREBY THE COUNTY AGREES TO PROVIDE THE TOWN WITH \$197,132 OF ADDITIONAL FUNDING FROM ITS COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, Palm Beach County entered into an Agreement (R2016-0350) with the Town of Lake Park (Town) on March 22, 2016, whereby it agreed to provide \$437,555 to the Town from its Community Development Block Grant (CDBG) allocation;

WHEREAS, the agreement provided that the Town would use this funding to pay for design services and the construction of improvements at Lake Shore and Kelsey Parks (the Project); and

WHEREAS, the County has agreed to provide additional funding to the Town in the amount of \$197,132, for a total of \$634,687 for the Project and to revise the Project's completion date; and

WHEREAS, the \$163,100 of additional funding from the County is to be provided to the Town from funding recaptured from another recipient of the County's CDBG allocation from fiscal year 2014-2015, together with the Town's allocation in the amount of \$34,032 from the County's fiscal year 2016-2017 budget; and

WHEREAS, the County has proposed to amend the original Agreement, and the Town Manager recommends that the Commission agree to enter into an amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Amendment to the Agreement with Palm Beach County which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon execution.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER ANNE LYNCH	<u>/</u>	___
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 63-12-16 duly passed and adopted this 21 day of December, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
JAMES DUBOIS
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY



Department of Economic Sustainability

Administration
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

TELEPHONE: (561) 233-3600
FAX: (561) 233-3651
Or
FAX: (561) 656-7589
www.pbcgov.com/des

Palm Beach County Board of County Commissioners

- Mary Lou Berger, Mayor
- Hal R. Valeche, Vice Mayor
- Paulette Burdick
- Shelley Vana
- Steven L. Abrams
- Melissa McKinlay
- Priscilla A. Taylor

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

November 16, 2016

Mr. John D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: FY 2016- 2017 CDBG Activity for Kelsey and Lake Shore Parks Public Facilities Improvements at 601 Federal Highway and 600 Lake Shore Drive Lake Park, FL 33403

Dear Mr. D'Agostino:

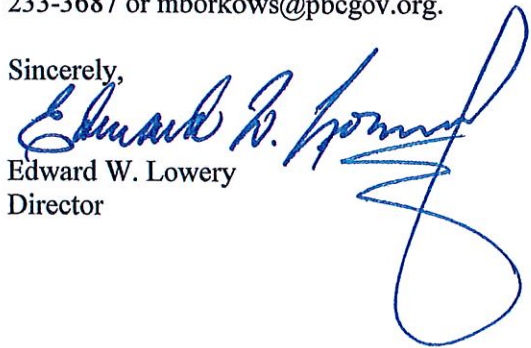
The Department of Economic Sustainability (DES) has completed an Environmental Review (ER) in accordance with 24 CFR Part 58 for FY 2016-2017, for the Community Development Block Grant (CDBG) funded activity. The ER is based on the work scope activity to include public facilities improvements for design, purchase, installation of the replacement of 11 park benches and 9 trash receptacles throughout Kelsey and Lake Shore Parks in Lake Park. Note, the consolidation of CDBG funded activities for FY 2013-14, 2014-15, 2015-16 and 2016-17 for the proposed improvements at both parks will benefit the Town by having the approved project activities under one design contract, one construction contract and one Agreement (Amendment 001) with DES.

The ER did not identify the presence of any adverse environmental conditions for the FY 2016-17 activity site located within a 100-year floodplain.

Plan to inform DES of any future environmental findings or conditions discovered during activity implementation. If needed, applicable mitigation measures must be incorporated into implementation and may affect the total project cost. The ER will be kept on file at the DES office and will be available for your inspection during regular office hours.

If you have any questions, contact Melanie Borkowski, Regulatory Specialist, at 233-3687 or mborkows@pbcgov.org.

Sincerely,


Edward W. Lowery
Director



PALM BEACH COUNTY
DEPARTMENT OF ECONOMIC SUSTAINABILITY

DOCUMENT TRANSMITTAL

RECEIVED

NOV 22 2016

Office of Town Manager
TOWN OF LAKE PARK

TO: TOWN OF LAKE PARK

November 16, 2016

RE: AMENDMENT 001 – Kelsey Park & Lake Shore Park

THIS AMENDMENT WILL NOT BE PROCESSED UNLESS ALL ITEMS LISTED BELOW ARE RECEIVED BY DES

1. **BLUE INK:** SIGN ALL DOCUMENTS IN BLUE INK

2. **SEAL:** INCLUDE AGENCY/MUNICIPALITY SEAL ON ALL DOCUMENTS

IF YOUR ORGANIZATION DOES NOT HAVE A SEAL, 1) ATTACH A **LETTER** ON YOUR LETTERHEAD STATING SO, **AND** 2) PRINT THE WORD “**SEAL**” WITHIN A CIRCLE AT THE LOCATION INDICATED FOR THE AGENCY SEAL.

3. **DO NOT PUT A DATE** ON THE DOCUMENTS
WE WILL INSERT DATE ON DOCUMENTS AFTER FULL EXECUTION.

4. **CERTIFICATE OF INSURANCE:** PURSUANT TO INSURANCE SECTION OF THE AGREEMENT, PLEASE UPDATE YOUR INSURANCE THROUGH THE **ITS** SYSTEM AND FORWARD THE COUNTY AN UP-TO-DATE CERTIFICATE OF INSURANCE

INSURANCE COVERAGE **MUST** MEET THE INSURANCE AMOUNT REQUIREMENTS IN THE AGREEMENT. THE CERTIFICATE MUST SHOW THE **ADDITIONAL INSURED** AS “PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY”.

5. **SIGNATORY AUTHORITY: PROVIDE A LETTER ON YOUR LETTERHEAD**

(A) CERTIFYING WHICH INDIVIDUALS ARE AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION. YOUR LETTER MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, **AND**

(B) THE SOURCE OF THIS AUTHORITY (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.) **MUST** BE INCLUDED.

PLEASE RETURN ALL DOCUMENTS TO:

JOE GRECO
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Phone: 561-233-3617
e-mail: jgreco2@pbcgov.org

**AMENDMENT 001 TO THE AGREEMENT
WITH
TOWN OF LAKE PARK**

Amendment 001 entered into on _____, by and between **Palm Beach County** and the **Town of Lake Park**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2016-0350) with the Town of Lake Park on March 22, 2016, to provide \$437,555 in Community Development Block Grant (CDBG) funds for design services and construction of improvements to Lake Shore Park and Kelsey Park; and

WHEREAS, both parties desire to modify the original Agreement to provide additional funding of \$197,132 for the project and to revise the project completion date; and

WHEREAS, the additional funding consists of \$163,100 of FY 2014-2015 CDBG funding recaptured from another sub-recipient, together with the Town of Lake Park's CDBG allocation for FY 2016-2017 for \$34,032, as requested by the Town, and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 6 - MAXIMUM COMPENSATION

Replace "\$437,555" with \$634,687", and replace "July 31, 2017" with 'October 31, 2017".

Add the following to the end of this Section: "The Municipality acknowledges that it has requested that its entire FY 2016-2017 CDBG allocation of \$34,032 be included in the funding for this Agreement".

C. SECTION 7 – TIME OF PERFORMANCE

Replace "July 31, 2017" with 'October 31, 2017".

D. SECTION 9 (D) - CONDITIONS ON WHICH PAYMENT IS CONTINGENT: PURCHASING

Delete Federal Management Circular "A-87" and "24 CFR Part 85 (also known as the Common Rule)" and insert "2 CFR Part 200"

E. SECTION 14 – AUDITS AND INSPECTIONS

Delete "\$500,000", the threshold amount for compliance with OMB Circular A-133 and replace it with "\$750,000".

F. SECTION 19 – CERTIFICATE OF INSURANCE

Delete the second paragraph and insert the following language:

"Certificate(s) of Insurance Prior to execution of this Agreement, the Municipality shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Municipality shall provide this evidence to ITS at psc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event County discontinues its use of the insurance tracking system named herein, the County shall provide written notice to the Municipality with instructions regarding a substitute delivery address”.

G. SECTION 24: AGREEMENT DOCUMENTS: Part (B)

Delete “A-107” and “24 CFR Part 85” and insert “2 CFR Part 200”.

H. SECTION 35 – INCORPORATION BY REFERENCE

This Section shall now read as follows: “Exhibits attached hereto and referenced herein or in Exhibit A shall be deemed to be incorporated into this Agreement by reference”.

I. PUBLIC RECORDS (New Section: 39)

Add the following Section to the Agreement:

SECTION 39 - PUBLIC RECORDS

“Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Municipality: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Municipality shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The Municipality is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Municipality further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Municipality does not transfer the records to the County.
- D. Upon completion of the Agreement the Municipality shall transfer, at no cost to the County, all public records in possession of the Municipality unless notified by County’s representative/liaison, on behalf of the County’s Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Municipality transfers all public records to the County upon completion of the Agreement, the Municipality shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Municipality keeps and maintains public records upon completion of the Agreement, the Municipality shall meet all applicable requirements for retaining public records. All records stored electronically by the Municipality must be provided to County, upon request of the County’s Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Municipality to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Municipality acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680"

J. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION B (I) and B (II): PROJECT DEFINITION: Scope of Work: Lake Shore Park and Kelsey Park

- Delete "Site Lighting" from the Scope of Work at Lake Shore Park, and
- Delete "Demolition of two (2) existing structures" from the Scope of Work at Kelsey Park, and
- Insert the following language to the Scope of Work for both Lake Shore Park and Kelsey Park: "The purchase and installation of park benches and litter receptacles may be accomplished through the purchase of the above items as a bid "Alternate" with installation performed by the Town's force account labor".

K. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.H – PERFORMANCE REQUIREMENTS

Replace "July 31, 2017" with 'October 31, 2017", and

Delete the Performance Requirements and replace them with the following:

Advertise, Accept Bids and Award Contract by::	January 18, 2017
Start Construction by:	March 1, 2017
Complete Construction by:	August 15, 2017
Submit Final Reimbursement Request by:	September 15, 2017

L. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION 2. A: COUNTY OBLIGATIONS

Replace "\$437,555" with \$634,687".

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Municipality and County have caused this Amendment 001 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)



TOWN OF LAKE PARK

By: James DuBois
James DuBois, Mayor

By: Vivian Mendez
Vivian Mendez, Town Clerk

By: [Signature]
Attorney for Municipality
(Signature Optional)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

By: _____
Paulette Burdick, Mayor

Palm Beach County

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
James Brako,
Assistant County Attorney

By: _____
Sherry Howard,
Deputy Director