

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 1, 2016

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted by: Parks and Recreation Department

Submitted for: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Second Amendment to Interlocal Agreement with the Town of Mangonia Park in an amount not-to-exceed \$50,000 for funding for construction of improvements to the Town's Community Center to extend the project completion date from February 12, 2016, to February 12, 2017.

**Summary:** This Second Amendment to Interlocal Agreement R2013-1038, as amended by R2015-0896, provides for a twelve (12) month extension to the project completion date from February 12, 2016, to February 12, 2017. This Amendment to the Interlocal Agreement was requested by the Town of Mangonia Park to allow them additional time to complete the project. All other terms of the Agreement including the funding amount of \$50,000 remain the same. Funding is from the 2003 \$25 Million GO and 2005 \$25 Million GO Parks & Cultural Facilities Bonds. District 7 (PK)

**Background and Justification:** On June 19, 2012, the Board approved a reallocation of \$50,000 from the Center of Creative Education construction project to construct improvements at the Town of Mangonia Park's Community Center and Senior Center. On March 27, 2015, the Town notified the County that the Senior Center property was sold and requested that 100% of the \$50,000 funding be allocated to the Community Center. On July 7, 2015, the Board approved the First Amendment to change the project scope to allocate 100% of the funding to the Community Center and extend the project completion date to February 12, 2016. The Town has requested an extension to complete the project and provide reimbursement documentation by February 12, 2017.

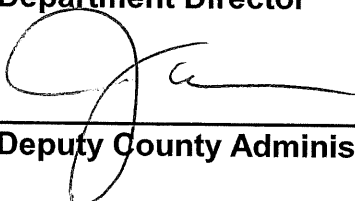
The Amendment has been executed on behalf of the Town of Mangonia Park, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. Second Amendment to Interlocal Agreement
2. Letter from the Town of Mangonia Park

Recommended by:   
Department Director

10-3-16  
Date

Approved by:   
Deputy County Administrator

10-21-16  
Date





**Town of Mangonia Park, Florida**  
1755 East Tiffany Drive, Mangonia Park, FL 33407  
561.848-1235 (FAX) 561.848-6940  
[info@townofmangoniapark.com](mailto:info@townofmangoniapark.com)

August 8, 2016

Mr. Eric Call  
Director  
Parks & Recreation Department  
2700 6th Avenue South  
Lake Worth, FL 33461

Dear Mr. Call:

I have attached a Status Report along with a new project scope. for you. I am requesting an extension of the project until February 12, 2017 to ensure all quotes meet town and county policies and procedures and to ensure that the work of the potential contractors are vetted in advance. We have also had to deal with some personal tragedies here within our office, I am willing to discuss if necessary.

Please find the attached report and advise me of the extension if approved by the Board of Commissioners. Thank you for your consideration.

Sincerely,

Kenneth L. Metcalf  
Town Manager

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND THE TOWN OF MANGONIA PARK  
FOR FUNDING OF THE COMMUNITY CENTER PROJECT**

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT** is made and entered into on \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the TOWN OF MANGONIA PARK, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, on August 13, 2013, COUNTY entered into an Interlocal Agreement with MUNICIPALITY (R2013-1038), as amended on July 7, 2015 (R2015-0896), to provide funding in an amount not-to-exceed \$50,000 for construction of improvements at the Community Center, hereinafter referred to as "PROJECT"; and

**WHEREAS**, MUNICIPALITY has requested an extension to the Project completion date until February 12, 2017 in order to complete the Project and provide reimbursement documentation to COUNTY; and

**WHEREAS**, both parties desire to amend the Interlocal Agreement; and

**WHEREAS**, entering into this second amendment serves a public purpose

**NOW, THEREFORE**, the parties herby agree to as follows:

1. Section 2.04 of the Interlocal Agreement shall be replaced in its entirety to read "MUNICIPALITY shall totally complete the Project and open same to the public for its intended use within forty-two (42) months from the date of execution of the Interlocal Agreement by the parties hereto."

2. Article 9 of the Interlocal Agreement shall be replaced in its entirety to read "In the event of any non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth in Article 8 and if MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Interlocal Agreement, either in whole or in part. These County remedies include, but are not limited to terminating the Interlocal Agreement and requiring MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such

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 hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.”

3. Except as provided herein, each and every other term of the Interlocal Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein

**REMAINDER OF PAGE LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have caused the Interlocal Agreement to be executed on the day and year first above written.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

**ATTEST:**

By: \_\_\_\_\_  
MUNICIPALITY Clerk

**TOWN OF MANGONIA PARK**

By: \_\_\_\_\_  
William H. Albury III, Mayor

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
MUNICIPALITY Attorney

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
COUNTY Attorney

**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

By: \_\_\_\_\_  
Eric Call, Director  
Parks and Recreation Department