

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 19, 2018

☒ 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: Fourth 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 located at 5000 Australian Avenue, to change the project scope to only include project elements completed by the project completion of December 12, 2017.

Summary: This Fourth Amendment to Interlocal Agreement R2013-1038, as amended by R2015-0896, R2016-1605, and R2017-1059, provides for a change in project scope to only include the elements that were completed by the project completion date of December 12, 2017. This Amendment to the Interlocal Agreement was requested by the Town of Mangonia Park. Since the completed project elements have already met the \$50,000 funding requirement and the project completion deadline expired on December 12, 2017, the Parks and Recreation Department wishes to reimburse the Town of Mangonia Park for only the completed project elements up to the reimbursable amount of \$50,000. 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 (DB)

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. On November 1, 2016, the Board approved the Second Amendment to extend the project completion date to February 12, 2017. On August 15, 2017 the Board approved the Third Amendment to extend the project completion date to December 12, 2017.

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

Attachments:

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

Recommended by: 
Department Director

5/23/18
Date

Approved by: 
Assistant County Administrator

6/16/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
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)	0				

Is Item Included in Current Budget? Yes _____ No X
Does this item include the use of federal funds? Yes _____ No X

Budget Account No.: Fund ____ Department ____ Unit ____
Object _____ Program _____

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

*There is no additional financial impact created by this Amendment.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

Lisa Poma 5/24/10
 OFMB (2) 5/24 (2) 5/24 AK 8/6/13
 5/24

D. J. Jacobson 6/14/18
Contract Development and Control
6/14/18 *DJ*

B. Legal Sufficiency:

RLN 6/5/18
Assistant County Attorney

C. Other Department Review:

Department Director

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

Town of Mangonia Park, Florida
1755 East Tiffany Drive, Mangonia Park, FL 33407
561.848.1235 (FAX) 561.848.6940
info@townofmangoniapark.com

April 4, 2018

Mrs. Rebecca Schnirman, Director
Financial & Support Services
Palm Beach County Parks & Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

Dear Mrs. Schnirman:

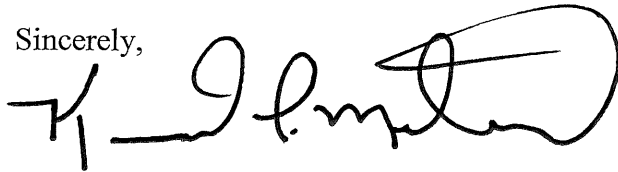
The Town is requesting to amend Interlocal Agreement R2013-1038 , as amended by R2015-0896, R2016-1605, and R2017-1059, for the Mangonia Park Community Center to change the project scope to only include the following project elements that were completed by the project completion date of December 12, 2017:

COMPLETED PROJECT ELEMENTS

1. Additional parking spaces (9' wide x 20' deep, w/wheel stops)
2. Interior and Exterior Painting
3. Upgraded Security Lighting
4. Insulation for interior of garage doors
5. Awnings for doors and windows
6. Additional landscaping and irrigation

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "K. L. Metcalf", with a large, stylized loop at the end.

Kenneth L. Metcalf
Town Manager

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

THIS FOURTH AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "COUNTY"), and the TOWN OF MANGONIA PARK, a Florida Municipal corporation (the "MUNICIPALITY").

W I T N E S S E T H:

WHEREAS, on August 13, 2013, COUNTY entered into an Interlocal Agreement with MUNICIPALITY (R2013-1038), as amended on July 7, 2015 (R2015-0896), November 1, 2016 (R2016-1605), and August 15, 2017 (R2017-1059) to provide funding in an amount not-to-exceed \$50,000 for construction of improvements at the Town's Community Center as described in the Agreement, hereinafter referred to as "PROJECT"; and

WHEREAS, MUNICIPALITY has requested that the COUNTY approve changes to the approved project description; and

WHEREAS, COUNTY has requested that this change be reflected in a revised Project Description, Conceptual Site Plan, and Cost Estimate (Exhibit A1 attached hereto); and

WHEREAS, both parties desire to amend the Interlocal Agreement to reflect those changes; and

WHEREAS, entering into this Fourth Amendment continues to further a public purpose.

NOW, THEREFORE, the parties hereby agree to as follows:

1. Exhibit "AA" to the Interlocal Agreement is hereby deleted in its entirety and replaced with Exhibit "A1", which is attached hereto and incorporated by reference.
2. Section 1.03 of the Interlocal Agreement, as set forth in R2015-0896, shall be amended to delete "COUNTY will pay to MUNICIPALITY a total amount not to exceed \$50,000 for the construction of improvements of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "AA"." and to insert "COUNTY will pay to MUNICIPALITY a total amount not to exceed \$50,000 for the construction of improvements of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A1".
3. Section 2.01 of the Interlocal Agreement, as set forth in R2015-0896, shall be deleted in its entirety and replaced with: "MUNICIPALITY shall be responsible for the

design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A1", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. MUNICIPALITY represents that it has completed the Project as of the date of execution of this Fourth Amendment. If it is discovered that MUNICIPALITY's representation in that regard is false, or that MUNICIPALITY has failed to meet any other design and/or construction milestones, it shall be deemed an event of MUNICIPALITY's non-compliance, and COUNTY shall have any and all rights and remedies pursuant to law, including but not limited to those set forth in Articles 8 and 9 of the Interlocal Agreement."

4. 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 this Fourth Amendment to Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

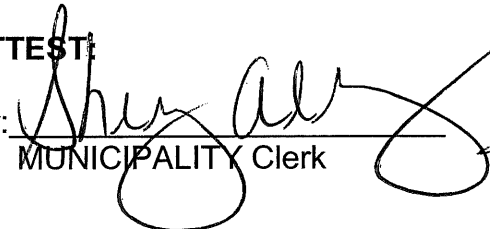
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
COUNTY Attorney

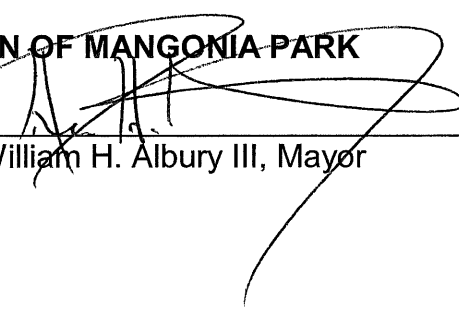
APPROVED AS TO TERMS AND CONDITIONS

By:  _____
Eric Call, Director
Parks and Recreation Department
Palm Beach County

ATTEST:

By:  _____
MUNICIPALITY Clerk

TOWN OF MANGONIA PARK

By:  _____
William H. Albury III, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____
MUNICIPALITY Attorney

LIST OF EXHIBITS

EXHIBIT A1 Project Description, Cost Estimate, and Conceptual Site Plan


EXHIBIT A1

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

The Town of Mangonia Park Project includes improvements to the Town's Community Center, located at 5000 Australian Avenue, as listed below.

TOTAL PROJECT COST = \$50,000

1. Additional parking spaces (9' wide x 20' deep, w/wheel stops)
2. Interior and Exterior Painting
3. Upgraded Security Lighting
4. Insulation for interior of garage doors
5. Awnings for doors and windows
6. Additional landscaping and irrigation

CERTIFICATE OF COVERAGE			
Certificate Holder PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC (ITS) P.O. BOX 20270 LONG BEACH, CA 90801		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 1/16/18			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 0360		COVERAGE PERIOD: FROM 10/1/17	
		COVERAGE PERIOD: TO 10/1/18 12:01 AM STANDARD TIME	
TYPE OF COVERAGE - LIABILITY General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible \$2,500 Automobile Liability <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY <input checked="" type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$5,000 <input checked="" type="checkbox"/> Coinsurance 90% <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A	
Automobile/Equipment - Deductible <input checked="" type="checkbox"/> Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment			
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
Description of Operations/Locations/Vehicles/Special Items RE: Evidence of Insurance			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
Designated Member Town of Mangonia Park 1755 East Tiffany Drive Mangonia Park FL 33407		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE	