Agenda Item #: 31-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 2, 2019	[X] Consent [] Ordinance	[] Regular [] Public Hearing	
Department:	Department of Housing and Economic Sustainability			

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: the following documents:

- A) First Amendment to the Grant Agreement (R2018-1680) with Florida Atlantic University Board of Trustees (FAU); and
- B) Amendment 003 to the Agreement (R2016-0567) with the City of South Bay under the Community Development Block Grant (CDBG) Program.

Summary: Staff recommends that the Board of County Commissioners (BCC) receive and file the above listed documents. The First Amendment with FAU corrects a scrivener's error and provides the Florida Statutes reference for reporting requirements. Amendment 003 with the City of South Bay provides \$112,500 in additional CDBG funding for park improvements at Tanner Park (repave and restripe parking lot, repaint car stops, install new walking path and extend concrete slab adjacent to tennis court) and revises the Monthly Performance Requirements for project implementation. The attached documents have been executed on behalf of the BCC by the Director of the Department of Housing and Economic Sustainability in accordance with Agenda Item 3I-4 and 5C-2, as approved by the BCC on December 5, 2017, and October 16, 2018, respectively. In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. Federal CDBG funds do not require a local match. Districts 1 & 6 (HJF)

Background and Justification: A) On October 16, 2018, the County entered into a Grant Agreement (R2018-1680) with FAU, to provide \$50,000 in ad valorem funds for the operational expenses of the FAU Tech Runway (FAUTR). FAUTR provides mentoring, education, seed grants and introductions to investors to aid entrepreneurs and small developing companies, and provides internships to FAU students. The First Amendment entered into on May 29, 2019, adds a reporting requirement according Florida Statutes which requires FAU to report to the County on how County funds are spent and the result of FAU's efforts on behalf of the County. The First Amendment also corrects a scrivener's error. (District 1)

B) On May 3, 2016, the County entered into an Agreement (R2016-0567) with the City of South Bay, as amended by Amendment 001 (R2017-1816) on December 5, 2017, and Amendment 002 (R2018-1573) on October 1, 2018, to provide \$791,101 in CDBG funds for improvements to Cox Park and Tanner Park. Amendment 003, entered into on May 7, 2019, provides an additional \$112,500 in CDBG funds for the park improvements and revises the Monthly Performance Requirements related to project implementation. (District 6)

Attachment(s): as listed in A and B above

Recommended By:

Department Director

Approved By:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

Ca	cal Years	2019	2020	2021	2022	2023
_	pital Expenditures					
Operating Costs		\$112,500				
External Revenues		(\$112,500)				
Pro	gram Income					
In-l	Kind Match (County)					
NE	T FISCAL IMPACT					-
	DDITIONAL FTE SITIONS (Cumulative)					
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	em Included In Curre		16 10	Yes X	No	
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	Recommended So Approval of this Ag Bay Cox Park/Tan	genda Item will a	allocate \$11		-	o the So
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Department Director

FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND FAU TECH RUNWAY

THIS FIRST AMENDMENT, dated MAY 29 2019 by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and Florida Atlantic University Board of Trustees, a Public Body Corporate, of the State of Florida (hereinafter the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, pursuant to the Grant Agreement between COUNTY and SUBRECIPIENT dated October 16, 2018 (R2018-1680) (the "Agreement"), COUNTY provides \$50,000 in local funding to SUBRECIPIENT for proposed activities as provided in the Agreement for public purposes; and

WHEREAS, the parties desire to amend the Agreement as provided for herein.

- **NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:
- 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference and made a part hereof. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 2. The parties agree that the word "Marking" in the first line of ARTICLE 3 ADVERTISING AND MARKETING, shall be deleted and replaced with "Marketing".
- 3. The parties agree that the following language shall be added to the end of the second paragraph of ARTICLE 1 SERVICES TO BE PROVIDED, SCHEDULE, PAYMENTS AND AUDITS:

Pursuant to Section 125.045, Florida Statutes, the SUBRECIPIENT shall submit a report to the COUNTY detailing how COUNTY funds were spent and the result of the SUBRECIPIENT's efforts on behalf of the COUNTY.

- 4. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.
- 5. This Amendment shall become effective when signed by both the parties hereto.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written

Signed, sealed and delivered in the presence of two (2) witnesses for COUNTY:	
Signature Print Name Mu: Usy Signature Heri Weymen Print Name	BY: Jonathan Brown, Director Department of Housing & Economic Sustainability
APPROVED AS TO FORM & LE SUFFICIENCY: County Attorney	GAL
ATTEST:	Florida Atlantic University Board of Trustees
(Seal)	By: Miriam Campo Assistant Vice President Office of Sponsored Programs
Signed, sealed and delivered in to presence of two witnesses for FA Witness Signature Typed or Printed) Witness Signature Witness Signature TRACY VICENCE (Typed or Printed)	AU TECH RUNWAY: Florida Atlantic University
STATE OF FLORIDA COUNTY OF PALM BEACH	
20 <u>14</u> , by Miriam Campo, as Assis	knowledged before me this 22 day of, Moy, stant Vice President of Research Office of Sponsored University Board of Trustees, who is personally known as identification
Cynthia O'Neill Notary Public - State of Florida Commission #GG 58376 Expires 12/27/2020 (NOTARY SEAL ABOVE)	Notary Name: Notary Public - State of Florida

AMENDMENT 003 TO THE AGREEMENT WITH CITY OF SOUTH BAY

Amendment 003 entered into on <u>May 1 2019</u> by and between Palm Beach County and the City of South Bay.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2016-0567) on May 3, 2016, with the City of South Bay, as amended by Amendment 001 (R2017-1816) on December 5, 2017, and Amendment 002 (R2018-1573) on October 1, 2018, to provide \$791,101 of Community Development Block Grant (CDBG) funds for the design and construction of improvements to Cox Park and Tanner Park; and

WHEREAS, the City has requested \$112,500 in additional CDBG funds to accommodate additional improvements at Tanner Park; and

WHEREAS, both parties desire to amend 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. <u>SECTION 6: MAXIMUM COMPENSATION</u>

Replace "\$791,101" with."903,601" and replace "June 30, 2019" with "September 30, 2019".

C. SECTION 7: TIME OF PERFORMANCE

Replace "June 30, 2019" with "September 30, 2019".

D. <u>EXHIBIT A-1: SECTION 1-G: MONTHLY PERFORMANCE REQUIREMENTS</u>

Replace "June 30, 2019" with "September 30, 2019"; and revise the performance requirements below to read as follows:

50% of Funds Expended by:

Construction Complete by:

S5% CDBG Funds Expended by:

July 2019

July 2019

Submit Final Reimbursement by: September 2019 100% of Funds Expended by: September 2019

E. <u>EXHIBIT A – SECTION 2 - A</u>

Replace "\$791,101" with."903,601".

Except as modified by this Amendment 003, as amended, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 003 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 003 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

CITY OF SOUTH BAY

By: ______/oe__//w Joe Kyles, Mayor

By: ______. Leondrae Camel, City Manager

By: Attorney for Municipality (Optional)

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

For its BOARD OF COUNTY COMMISSIONERS

Jonathan B. Brown, Director

Department of Housing & Economic Sustainability

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: James Brako

Assistant County Attorney

By:

Deputy Director