

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **September 14, 2021** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Housing and Economic Development**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following Amendments to Agreements for projects funded under the Community Development Block Grant (CDBG) Program:

- A)** Amendment 002 to Agreement R2019-1762 with the Village of Palm Springs extending the project completion date from January 31, 2021 to July 15, 2021; and
- B)** Amendment 007 to Agreement R2016-0567 with the City of South Bay extending the project completion date from June 30, 2020 to August 31, 2021.

Summary: The aforementioned documents have been executed on behalf of the Board of County Commissioners (BCC) by the Director of the Department of Housing and Economic Development in accordance with Agenda Item 5C-5, as approved by the BCC on July 10, 2018 and Agenda Item 31-4, as approved by the BCC on December 5, 2017.

Amendment 002 to the Agreement (R2019-1762) with the Village of Palm Springs extends the project completion date from January 31, 2021 to July 15, 2021 for the sidewalk improvement project along the south side of Alameda Drive. The Village of Palm Springs requested the amendment in order to allow for the submittal of all paperwork required and to complete the final pay application, which was delayed by the pandemic. Amendment 007 to the Agreement (R2016-0567) with the City of South Bay extends the project completion date for improvements from June 30, 2020 to August 31, 2021 to Cox Park and Tanner Park. The City of South Bay requested an extension to complete the punch list items and allow full payment of all services rendered, which was delayed due to the pandemic.

In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. **These are Federal CDBG funds which do not require a local match.** Districts 3 and 6 (HJF)

Background and Justification: The Village of Palm Springs and the City of South Bay, have each executed an Inter-local Agreement with Palm Beach County to participate in the CDBG Program as funded by the United States Department of Housing and Urban Development.

- Attachment(s):**
- 1. Amendment No. 002 to the Agreement with the Village of Palm Springs
 - 2. Amendment No. 007 to the Agreement with the City of South Bay

Recommended By:  9/17/2021
 Department Director Date

Approved By:  8/31/2021
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				


# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Budget Account No.:

Fund 1101 Dept. 143 Unit 1431 Object 8101 Program Code/Period N/A

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

C. Departmental Fiscal Review: 
 Shairette Major, Division Director

III. REVIEW COMMENTS

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


 Lisa Monte 8/14/21
 OFMB 8-14-21  8/19/21


 J. Lawrence 8/27/21
 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney 8/31/21

C. Other Department Review:

 Department Director

**REINSTATEMENT OF AGREEMENT
AND
AMENDMENT 002 TO THE AGREEMENT
WITH
VILLAGE OF PALM SPRINGS**

Reinstatement of Agreement and Amendment 002, with an effective date of January 31, 2021, by and between **Palm Beach County** and the **Village of Palm Springs**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2019-1762) with the Village of Palm Springs on October 1, 2019, as amended by Amendment 001 (R2020-1878) on June 1, 2020, to provide \$468,779 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

WHEREAS, the Agreement (R2019-1762), as amended, has expired and a balance remains in the project account to be reimbursed to the Village; and

WHEREAS, the activities remaining to bring project to final completion have been interrupted by the COVID-19 pandemic and will occur subsequent to the Agreement end date; and

WHEREAS, the Subrecipient has requested the County to revise the completion date to complete close-out; and

WHEREAS, both parties desire to reinstate the original Agreement (R2019-1762), as amended, and further amend said Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 "January 31, 2021" with "July 15, 2021".

C. SECTION 7: TIME OF PERFORMANCE

Replace "January 31, 2021" with "July 15, 2021".

D. EXHIBIT A-1: SECTION 1-G – MONTHLY PERFORMANCE REQUIREMENTS

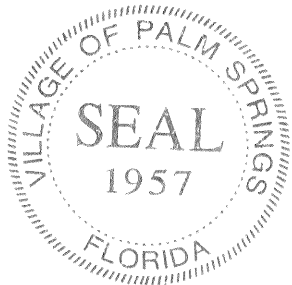
Replace "January 31, 2021" with "July 15, 2021", and revise the performance requirements below to read as follows:

Complete Project Close-out and Submit Final Reimbursement Request by: July 15, 2021

Except as modified by this Amendment 002, the Agreement as previously amended, and hereby reinstated, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient and the County have caused this Reinstatement of Agreement and Amendment 002 to be executed on the date first above written.

(SUBRECIPIENT SEAL BELOW)



VILLAGE OF PALM SPRINGS

By: [Signature]
Bev Smith, Mayor

By: [Signature]
Kimberly M. Wynn, Village Clerk

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

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

For its BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and
Legal Sufficiency

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

By: [Signature]
Howard J. Falcon III
Assistant County Attorney

By: [Signature]
Sherry Howard
Deputy Director

**REINSTATEMENT OF AGREEMENT
AND
AMENDMENT 007 TO THE AGREEMENT
WITH
CITY OF SOUTH BAY**

Reinstatement of Agreement and Amendment 007, with an effective date of June 30, 2020, 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, Amendment 002 (R2018-1573) on October 1, 2018, Amendment 003 (R2019-0962) on May 7, 2019, Amendment 004 (R2019-1772) on September 27, 2019, Amendment 005 (R2020-0373) on January 15, 2020 and by Amendment 006 on April 1, 2020, to provide \$903,601 of Community Development Block Grant (CDBG) funds for the design and construction of improvements to Cox Park and Tanner Park; and

WHEREAS, the Agreement (R2016-0567), as amended, has expired and a balance remains in the project account to be reimbursed; and

WHEREAS, construction activity is complete with project close-out and punch list items to be addressed by the contractor; and

WHEREAS, the activities remaining to bring the project to final completion have been interrupted by COVID-19 and will occur subsequent to the Agreement end date; and

WHEREAS, both parties desire to reinstate the original Agreement (R2016-0567), as amended, and further amend said Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 "June 30, 2020" with "August 31, 2021".

C. SECTION 7: TIME OF PERFORMANCE

Replace "June 30, 2020" with "August 31, 2021"

D. EXHIBIT A-1: SECTION 1-G: MONTHLY PERFORMANCE REQUIREMENTS

Replace "June 30, 2020" with "August 31, 2021", and revise the performance requirements below to read as follows:

Complete Punch items and Submit Final Reimbursement by: August 31, 2021

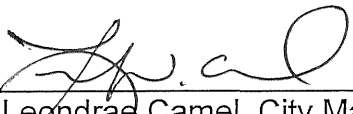
Except as modified by this Amendment 007, the Agreement, as previously amended, and hereby reinstated, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 007 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Municipality and the County have caused this Reinstatement of Agreement and Amendment 007 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

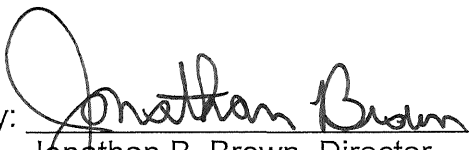
CITY OF SOUTH BAY

By: 
Joe Kyles, Mayor

By: 
Leondrae Camel, City Manager

By: _____
Attorney for Municipality (Optional)

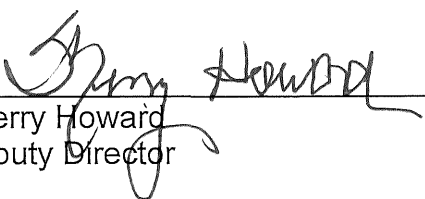
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Sustainability

Approved as to Form and
Legal Sufficiency

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

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