

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 10, 2023

Consent Regular
 Ordinance 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: a First Amendment to Project Cooperation Agreement (R2018-0597) with O.B. PIONEER PARK, LLC (OBLLC), to allow OBLLC to fund one hundred percent (\$70,000) of the Maintenance Funds and allow the County to use the \$35,000 (50%) allocation for construction closeout costs.

Summary: On April 10, 2018, the Board of County Commissioners (BCC) adopted Resolution 2018-0597 approving a Project Cooperation Agreement with OBLLC, for the design, permitting and construction of an Orange Bowl Field at Glades Pioneer Park. Pursuant to Section 4(g) of the Agreement, OBLLC and the County are required to each contribute \$35,000 for specialized maintenance of the artificial turf field following project completion. In order to streamline the payments of the specialized maintenance funding, OBLLC is requesting that the County be allowed to use its 50% (\$35,000) contribution to the Maintenance Funds for construction closeout costs which would otherwise be paid by OBLLC and in return OBLLC will fund 100% or the full \$70,000 of Maintenance Funds. District 6 (AH)

Background and Justification: On a semi-annual basis, the Orange Bowl Committee collaborates with a local governmental agency on a Legacy Gift Project to make improvements and upgrades to an existing park. The Committee selected Palm Beach County's Glades Pioneer Park in Belle Glade as their project location in 2018. The first phase of the project was completed in December, 2018 and includes a synthetic turf football field, electronic scoreboard, fencing and landscaping. Phase II was completed in September, 2022 and includes a neighborhood center with restrooms and recreation equipment.

Attachment: First Amendment to Project Cooperation Agreement

Recommended by: 
Department Director

12/16/2022
Date

Approved by: 
Assistant County Administrator

12/22/2022
Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No.: Fund 0001 Department 582 Unit 5510
 Object 8201 / Revenue Source _____ Program _____

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: *Rick Raymond*

III. REVIEW COMMENTS

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

Laura Marts 12/16/2022
 OFMB *OA 12/16/22* *lmb*

D. J. Anselmi 12/20/22
 Contract Development & Control

B. Legal Sufficiency:

Anne Delgent 12-20-22
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

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

**FIRST AMENDMENT
TO
PROJECT COOPERATION AGREEMENT**

THIS FIRST AMENDMENT TO PROJECT COOPERATION AGREEMENT (the "Amendment") is made and entered into effective as of this ___ day of _____, _____ by and between O.B. PIONEER PARK, LLC, a Florida nonprofit limited liability company (hereinafter referred to as "OBLLC"), with its principal office located at 14360 SW 77 Court, Miami, Florida, and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with offices at 301 North Olive Avenue, Suite 1101, West Palm Beach, Florida 33401, and amends that certain Project Cooperation Agreement between the parties dated April 10, 2018 (the "Original Agreement"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Agreement.

RECITALS:

A. The parties entered into the Original Agreement in connection with OBLLC's agreement to fund in tandem with the County the design, permitting, and construction of a project to be conducted in two (2) phases, with the first phase consisting of a synthetic athletic field, an electronic scoreboard, entry monument, related Orange Bowl Theming, fencing, renovated walkway, site security allowance and implementation of the maintenance contract pursuant to Section 4(f) of the Original Agreement ("Phase I"), and the second phase consisting of construction of a multi-use building as mutually agreed upon by OBLLC and the County ("Phase II") and, individually or collectively, as the case may be, the "Project"); and

B. The parties having further mutually agreed to make additional contributions to fund the construction, the parties each funded an additional \$70,000.00 which was contributed by the OBLLC to the Project Account on or about the beginning of October 2021, and by the County to the Escrow Account on or about the end of December 2021; and

C. Pursuant to Section 4(g) of the Original Agreement, in order to supplement the County's normal maintenance, the OBLLC and the County were to maintain \$35,000 in the OBLLC Project Account and \$35,000.00 in the County's Escrow Account (collectively "Maintenance Funds") for monthly maintenance of the Project after completion, to be funded fifty percent (50%) from the OBLLC Contribution and fifty percent (50%) from the County Funding Amount, with OBLLC contracting annually with a maintenance service company to provide monthly maintenance of the Project facilities to augment the County's customary maintenance; and

D. The Parties desire to use the County's 50% maintenance allocation for construction costs; and

E. The Parties agree that OBLLC shall be responsible to fund 100% of the Maintenance Funds.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OBLLC and the County hereby agree that the foregoing recitals are true and correct and further agree as follows:

GOVT
MP

1. Amendment. Section 4(g) of the Original Agreement is hereby amended to add as the last sentence: "County can use it's 50% of Maintenance Funds towards construction costs. In the event County spends its \$35,000 of Maintenance Funds on construction costs, OBLLC shall fund 100% of the \$70,000 of the Maintenance Funds."

2. Miscellaneous.

(a) Except as amended herein, the Original Agreement remains in full force and effect and is reconfirmed for all purposes. Any inconsistencies in the Original Agreement and this Amendment are superseded by the terms of this Amendment.

(b) This Amendment shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict of law principles thereunder.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile or electronic transmission shall constitute effective and binding execution and delivery hereof.

(e) Each party agrees to execute and deliver any and all such other and additional instruments and documents and do any and all such other acts and things as may be necessary or expedient to effectuate the terms and conditions of this Amendment.

[SIGNATURES CONTINUED ON NEXT PAGE]

GOVT
M

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

ATTEST:
Joseph Abruzzo, Clerk of the
Circuit Court and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Jennifer Cirillo
Jennifer Cirillo, Director – Parks & Recreation

By: Ummie DeLeon
Senior Assistant County Attorney

WITNESSES:

O.B. PIONEER PARK, LLC
a Florida nonprofit limited liability company

Brian G. Pank
Print Name: BRIAN G. PANK

By: Frank Gonzalez
Frank Gonzalez
President

Brian G. Pank
Print Name: BRIAN G. PANK

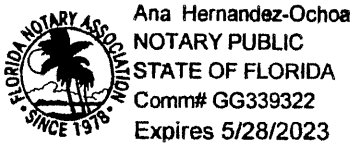
By: Eric Poms
Eric Poms
Chief Executive Officer

STATE OF FLORIDA:
COUNTY OF MIAMI-DADE:

The foregoing instrument was acknowledged before me this 30 day of October, 2022, by Frank Gonzalez, President of O.B. Pioneer Park, LLC, and Eric Poms, Chief Executive Officer of O.B. Pioneer Park, LLC, and on behalf of the company. They are personally known to me or have produced _____ as identification.

(SEAL)

Ana Hernandez-Ochoa
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



Name of Notary Typed, Printed
or Stamped
My Commission Expires:
Commission Number

Gonz
MP