



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)

RE: FY 2026-2027 CDBG Capital Improvement Agreement (Date issued: 8/6/26)

1. PRINT, SIGN AND RETURN: All documents MUST be Single-sided

- ☐ ONE (1) SINGLE-SIDED AMENDMENT DOCUMENT 8 1/2" x 11" ONLY
- ☐ THREE (3) SIGNATURE PAGES
- ☐ Sign all documents with blue ink or digital signatures with date & time

2. SEAL: INCLUDE SEAL ON ALL THREE (3) ORIGINAL SIGNATURE PAGES.

3. CERTIFICATE OF INSURANCE: SEE INSURANCE REQUIREMENTS FOR MUNICIPALITY AND CONTRACTOR. PROVIDE CERTIFICATE(S) AS NEEDED:

- ☐ **INSURANCE COVERAGES** must meet the insurance requirements, as outlined in the Agreement and/or required by PBC Risk Management.
- ☐ **SHOW CERTIFICATE HOLDER AS:** "Palm Beach County Board of County Commissioners", C/O Department of Housing & Economic Development, 100 Australian Ave, Ste 500, West Palm Beach, FL 33406

4. SIGNATORY LETTER: LETTER CERTIFYING THE INDIVIDUAL(S) AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF YOUR ORGANIZATION, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION.

- ☐ **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED SINGLE-SIDED: (E.G., BOARD RESOLUTION, MEETING MINUTES, BY LAW, ETC.)

5. RETURN BY 9/14/2026 TO: (DONOT STAPLE DOCUMENTS)

ATTN: TESSA WATTLEY

DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

100 AUSTRALIAN AVENUE, 5TH FLOOR

WEST PALM BEACH, FL 33406

TEL: 561-233-3610/ E: TWattley@pbc.gov

**AMENDMENT 002 TO THE AGREEMENT
WITH
TOWN OF LAKE PARK**

THIS IS AN AMENDMENT 002, with an effective date of _____, by and between **Palm Beach County** and the **Town of Lake Park**.

W I T N E S S E T H:

WHEREAS, Palm Beach County (County) entered into a Capital Improvement Agreement R2025-0815 (Agreement) with the Town of Lake Park ("Subrecipient"), on May 7, 2025, and as amended through Amendment 001 (R2025-1567) on September 8, 2025 to provide \$400,916 of Community Development Block Grant (CDBG) funds under FY2024-2025 for design and construction of an outdoor Splash Pad at Kelsey Park, located at 701 Lake Shore Drive, in the Town of Lake Park ("Project"); and

WHEREAS, the Subrecipient has requested to add the FY2026-2027 allocation in CDBG funds towards completion of the project and to also extend the performance timelines to allow additional time to complete the Project Scope of Work; which may be performed through multiple contracts for purpose of cost savings, and;

WHEREAS both the County and Subrecipient have agreed to amend the Agreement to provide FY2026-2027 CDBG allocation in the amount of **\$37,209**, as additional funding to the Agreement, which will be available as of October 1, 2026. The County has also added new language to the Agreement and extended the performance requirements for additional time, to allow Subrecipient to complete the Project deliverables and County to meet HUD expenditure requirements; and

WHEREAS, both parties desire to amend the 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. ITEM 5. FUNDING DISBURSEMENT TO SUBRECIPIENT

In no event shall the total funding or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$438,125**, which is a combined allocation of \$400,916 under FY2024-2025 and \$37,209 under FY2026-2027, as outlined in the revised Project Budget (Schedule "III")

C. ITEM 42. HAS BEEN ADDED:

42. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

D. ITEM 43. HAS BEEN ADDED:

43. PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Subrecipient hereby certifies to the County that Subrecipient does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

E. EXHIBIT “A”: SCOPE OF WORK - SECTION E. FUNDS REIMBURSEMENT TO SUBRECIPIENT:

The following language is revised to indicate the Grant funds of \$400,916 under FY2024-2025 and additional \$37,209 under FY2026-2027, for a total of \$438,125 (Grant Funds).

“The County agrees to disburse a total of **\$438,125**, in Grant Funds on a reimbursement basis to the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines.”

F. EXHIBIT “A”: SCOPE OF WORK - SECTION S. (1) COUNTY RESPONSIBILITIES:

“Provided funding for the above specified improvements as described in the Project Scope during the term of this Agreement, in the amount of **\$438,125.**”

G. EXHIBIT "A": SCOPE OF WORK - SECTION F. PERFORMANCE REQUIREMENTS

The Performance dates for the activities as outlined in Amendment 001 and the Expiration Date of the Agreement are deleted in their entirety and replaced as follows:

- (1) Award Construction Contracts by: **12/31/2026**
- (2) Request 50% of CDBG funds from County by: **7/31/2027**
- (3) Complete Construction by: **10/31/2027**
- (4) Request 100% of CDBG funds ("Final Reimbursement") by: **11/30/2027**
- (5) CDBG Capital Improvement Agreement Expiration Date: **12/31/2027**

H. EXHIBIT "A": SCOPE OF WORK – SCHEDULE "III" PROJECT BUDGET

The Agreement Project Budget is deleted in its entirety and replaced as outlined herein, under SCHEDULE "III".

Except as revised by Amendment 001 and this Amendment 002, the Agreement 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.

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SCHEDULE “III”**PROJECT BUDGET** (Revised)

ORGANIZATION: Town of Lake Park PROGRAM: CAPITAL IMPROVEMENTS - Outdoor Splash Pad at Kelsey Park FY 2024-2025 & 2026-2027 PALM BEACH COUNTY CDBG					CONTACT NAME: John Wille TITLE: Capital Projects Manager PHONE: 561-881-3349		
A. CAPITAL IMPROVEMENTS							
		PBC CDBG FY24-25 Funding	PBC CDBG FY26-27 Funding	% Alloc to Program	Town Funding	% Alloc to Program	TOTAL
Project Deliverables							
Planning, Design & Engineering		\$25,000	\$0	20%	\$98,126	80%	\$123,126
General Conditions:							
Mobilization / Demobilization / MOT		\$25,916	\$0	100%	\$0	0%	\$25,916
Insurance		\$15,000	\$0	100%	\$0	0%	\$15,000
Bonds		\$0	\$0	0%	\$10,000	100%	\$10,000
Construction Permits		\$0	\$0	0%	\$10,000	100%	\$10,000
Project Contingency		\$0	\$0	0%	\$45,000	100%	\$45,000
Site Development & Civil Utilities:							
Clearing / Earthwork / Pad Construction		\$25,000	\$0	100%	\$0	0%	\$25,000
Water Supply		\$25,000	\$0	100%	\$0	0%	\$25,000
Drainage (HDPE)		\$20,000	\$0	100%	\$0	0%	\$20,000
Electrical & Lighting		\$20,000	\$0	100%	\$0	0%	\$20,000
Site Sidewalks		\$20,000	\$0	100%	\$0	0%	\$20,000
Amenities - Benches/Trash Cans/Signage/Umbrellas		\$0	\$0	0%	\$20,000	100%	\$20,000
Fencing		\$0	\$0	0%	\$25,000	100%	\$25,000
Construction:							
Splash Pad, Equip & Components - Flow-Through		\$200,000	\$37,209	100%	\$0	0%	\$237,209
Concrete Sidewalks		\$25,000	\$0	100%	\$0	0%	\$25,000
Landscape & Irrigation		\$0	\$0	0%	\$45,000	100%	\$45,000
Sub-Total		\$400,916	\$37,209		\$253,126		\$691,251
TOTAL PROJECT BUDGET		\$400,916	\$37,209		\$253,126		\$691,251

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20__ and caused this Amendment 002 to Agreement (R2025-0815) to be executed.

(SUBRECIPIENT SEAL BELOW)

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger D. Michaud, Mayor

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, Jonathan B. Brown, Deputy County Administrator, of the department of Housing and Economic Development has hereunto set his hand this ____ day of _____, 20____ and caused this Amendment 002 to Agreement (R2025-0815) to be executed on behalf of the Board of County Commissioners of Palm Beach County.

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

By: _____
Jonathan B. Brown,
Deputy County Commissioner

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Timothy J. Carey,
Assistant County Attorney

By: _____
Carlos R. Serrano,
Deputy Director