

**AMENDMENT NO. 1  
TO AGREEMENT NO. LPA0445  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
TOWN OF LAKE PARK**

This Amendment to Agreement No. LPA0445 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Town of Lake Park (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake Park Lake Shore Drive Drainage Improvements (Project), effective April 3, 2023; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to remove a task from the Grant Work Plan; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
3. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF LAKE PARK

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Secretary or Designee

Kimberly Glas- Castro, Vice Mayor  
Print Name and Title

Angela Knecht, Division Director  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Montgomery, DEP Grant Manager

\_\_\_\_\_  
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

## **ATTACHMENT 3-1 REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Lake Park Lake Shore Drive Drainage Improvements

**PROJECT LOCATION:** The Project will be located in the Town of Lake Park within Palm Beach County; Lat/Long (26.7950, -80.0530).

**PROJECT BACKGROUND:** The current aging drainage infrastructure within the Town of Lake Park (Grantee) consists of several networks of gravity-fed stormwater pipes and French drains servicing a drainage area of 928 acres. The Grantee's drainage infrastructure has been degraded due to flooding events brought on by sea level rise. Approximately 50% of the drainage area is fed into a single outfall pipe that discharges directly into Lake Worth Lagoon (LWL). The continued integrity and efficiency of the Southern Outfall is vital to many of the Town's residential areas. Given its current state, the Grantee has acknowledged the outfall pipe is in general need of replacement. The expected benefit of this project is improved water quality entering the LWL.

**PROJECT DESCRIPTION:** The Grantee will replace the existing 72-inch corrugated aluminum pipe (CAP) with two 60-inch reinforced concrete pipes (RCP) which will then be connected to an existing outfall at the LWL seawall. Additionally, a bioswale will be installed adjacent to the newly installed pipes to assist with stormwater mitigation and promote filtration of stormwater run-off.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

### **Task # 1: Construction**

**Deliverables:** The Grantee will construct two new 60-inch RCP's that will connect to an existing outfall and install a bioswale in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than [monthly](#).

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Construction	Contractual Services	\$700,000	07/01/2022	04/30/2025
Total:			\$700,000		