

AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF LAKE WORTH BEACH

THIS IS AN AMENDMENT (“Amendment 001”) with an effective date of April 16, 2025, to **AGREEMENT** by and between **Palm Beach County** and the **City of Lake Worth Beach**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2024-1411) on October 1, 2024, with the City of Lake Worth Beach, to provide \$301,586 of Community Development Block Grant (CDBG) funds for the construction of renovations at the Youth Empowerment Learning Center, located at 1699 Wingfield Street, Lake Worth Beach (“Project”); and

WHEREAS, the City has requested to modify the Project Performance Requirements due to delays with the bidding process and to also include additional scope to the Project, subsequently affecting the time-frames to ‘Award Construction Contract’ and ‘50% Reimbursement of CDBG funds’ to the City; and

WHEREAS, both parties have agreed to modify the original Agreement to extend the date to Award Construction Contract from March 31, 2025 to June 30, 2025; and extend date to submit Request for 50% Reimbursement of CDBG funds from July 15, 2025 to September 30, 2025; and to revise the ‘Project Scope’ to include replacement of the roof at the Osbourne Community Center, located within the same campus as the on-going Project.

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. EXHIBIT “A” SECTION A. PROJECT SCOPE

Shall be revised to include the additional scope as follows:

“The scope of work for **the renovation improvements at the Youth Empowerment Learning Center**, shall include, but not be limited to remodeling the building interior and exterior components, amenities, upgrades to meet ADA compliance and landscaping; and shall also include improvements at **the Osbourne Community Center**, for replacement of the building roof system. Improvements typical of public facility renovation type projects are deemed eligible, along with restoration of areas disturbed by the installation of the improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds but does not obligate the County to provide any additional funding”.

C. EXHIBIT "A" SECTION D. PERFORMANCE REQUIREMENTS

The performance requirement dates are deleted, in entirety and replace with the following:

Award Construction Contract by:	June 30, 2025
Submit for 50% Reimbursement of CDBG Funds by:	September 30, 2025
Complete Construction by:	November 30, 2025
Submit for 100% Reimbursement of CDBG Funds no later than:	December 31, 2025

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect, in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

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IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20____ and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Jamie Brown, Interim City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**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 Development

**Approved as to Form and
Legal Sufficiency**

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

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Deputy Director