

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 2015 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Memorandum of Understanding (MOU) with the City of Lake Worth (City) for County technical assistance to secure and manage prospective grant funds to facilitate the development of the Lake Worth Park of Commerce.

Summary: This MOU establishes a partnership between the County and City to coordinate efforts in securing and managing infrastructure grant funds in the amount of \$1,400,000 to complete necessary roadway and related infrastructure improvements to support the development of the Lake Worth Park of Commerce and to ultimately, attract regional business projects, creating job opportunities for area residents. These improvements will allow significant private sector investment and related job creation including the establishment of a new manufacturing facility and two (2) hotels. The City has identified the U.S. Department of Commerce, Economic Development Administration's (EDA) Public Works Grant Program as a potential funding source to help offset the overall costs of the intended infrastructure improvements and has requested County technical assistance to secure and manage the prospective grant funds. Should EDA approve the City's funding application, the County will receive funding from the City under the MOU for grant preparation and management.

The City will be responsible for completing the design and engineering work related to the proposed roadway improvements, securing matching funds as necessary and overseeing construction implementation activities for the project. The Department of Economic Sustainability will be responsible for assisting the City in completing a grant application to EDA. The City will provide local matching funds of up to \$3,200,000. The application will be submitted for the funding cycle deadline of June 12, 2015. These are Federal EDA funds which require a local match which will be provided by the City of Lake Worth as the applicant. No County local match is required. (DES Administration) District 3 (JB)

Background and Justification: The project area within the Lake Worth Park of Commerce is from Boutwell Road starting at 2nd Avenue North to the 10th Avenue North intersection. The scope of work includes road reconstruction to a three (3) lane cross-section, curbs, drainage, landscaping, lighting, sidewalks, bikeway, underground electric, a new 12" water main and a 6" to 8" force main. The Lake Worth Park of Commerce project is consistent with the Treasure Coast Regional Planning Council's Comprehensive Economic Development Strategy (CEDS) Plan as a regional project and aligns with EDA's investment priorities.

Attachment:

1. MOU with the City of Lake Worth

Recommended By: [Signature] 4-30-15
Department Director Date

Approved By: [Signature] 5-11-15
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	*				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

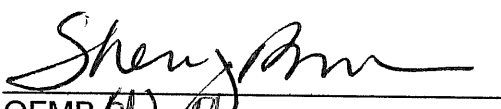

B. Recommended Sources of Funds/Summary of Fiscal Impact:

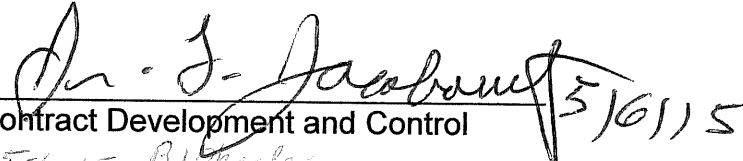
* No fiscal impact with the approval of the MOU. Palm Beach County will receive compensation for providing technical assistance and preparation and management of the grant should it be awarded. The amount of compensation is yet to be determined.

C. Departmental Fiscal Review: 
Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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


OFMB 
4/30 4/30


Contract Development and Control 5/6/15
5-6-15 B. Wheeler

B. Legal Sufficiency:


Assistant County Attorney 5/11/15

C. Other Department Review:

Department Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
PALM BEACH COUNTY
AND CITY OF LAKE WORTH

I. PURPOSE

This Memorandum of Understanding (MOU) represents a partnership between Palm Beach County, a political subdivision of the State of Florida (the "County") and the City of Lake Worth ("City") for the development of the Lake Worth Park of Commerce.

II. RECITALS

WHEREAS, the County and the City of Lake Worth have jointly worked on the development of the Lake Worth Park of Commerce for many years; and

WHEREAS, this partnership between the County and the City of Lake Worth is to coordinate efforts in securing infrastructure grant funds to complete the necessary improvements for the Lake Worth Park of Commerce in order to attract regional business projects and create job opportunities for area residents; and

WHEREAS, the City intends to submit a Public Works grant application to the U.S. Economic Development Administration (EDA) for the purposes of funding certain infrastructure improvements that will support the development of the Lake Worth Park of Commerce and has requested County technical assistance in securing and managing prospective grant funds; and

WHEREAS, the County has expertise in grant writing and implementing certain Federal and State infrastructure grants for economic development purposes including EDA Public Works grants; and

WHEREAS, the City has diligently worked towards completing the engineering/design requirements for the infrastructure project and has secured matching funds for the proposed EDA Public Works grant for the Lake Worth Park of Commerce; and

WHEREAS, the development of the Lake Worth Park of Commerce is consistent with the Treasure Coast Regional Planning Council's Comprehensive Economic Development Strategy (CEDS) Plan. EDA requires that potential projects be consistent with the region's CEDS Plan and align with EDA's investment priorities; and

WHEREAS, the County and City desire to enter into this MOU in order to establish the terms and conditions for undertaking this working relationship.

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County shall:
 - a. Provide technical assistance and coordination to City of Lake Worth staff to facilitate the completion of a prospective EDA grant application within the established funding deadlines.
 - b. Provide grant management assistance to the City of Lake Worth through Palm Beach County Department of Economic Sustainability (DES) provided: 1) the EDA grant application is awarded to the City of Lake Worth; 2) EDA approves project administration funds as part of the overall grant award and 3) EDA-approved project administration funds are passed through to DES as compensation for grant management services. This assistance includes quarterly and federal financial reporting, processing reimbursement requests, and ensuring project consistency with EDA construction requirements and federal audit reporting. The City agrees to compensate Palm Beach County for pre-award staff

costs related to grant preparation and submission and will reimburse these costs to Palm Beach County after the receipt of the EDA grant award.

- c. Coordinate with City staff as necessary to support the implementation of this grant funded infrastructure development project for the Lake Worth Park of Commerce.
- d. Provide multi-departmental coordination as necessary.

3. City shall:

- a. Coordinate with the County staff as necessary to facilitate the funding and implementation of this infrastructure development project for the Lake Worth Park of Commerce.
- b. Provide all necessary documentation, including infrastructure engineering, design, and preliminary cost estimates as required for completion of the EDA public works grant application.
- c. Provide letter(s) of commitment confirming non-EDA local matching funds.
- d. Submit grant application(s) to EDA and other appropriate Federal or State Agencies as may be necessary within the established deadlines.
- e. Implement the project in a timely manner and within the limitations of the grant.
- f. Provide all required documentation necessary to County staff in a timely manner to facilitate the County's effective management of the EDA Grant.
- g. Continue to work with the County throughout the implementation of the infrastructure project to ensure the successful completion of all grant funding requirements.

4. County has established the Office of the Inspector General in Palm Beach County Code, Section 2-241 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of documents, and to audit, investigate, monitor, and inspect the activities of all parties doing business with County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

6. Termination: At any time during the term of this MOU, either party may, at its option and for any reason, terminate this MOU upon ten (10) working days written notice to the other party. Upon early termination, the City shall pay the County for grant management services rendered pursuant to this MOU, through and including the date of termination. Notice to the County shall be provided to the Director of DES, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406. Notice to the City shall be provided to the City Manager, City of Lake Worth, 7 North Dixie Highway, Lake Worth, FL 33460.

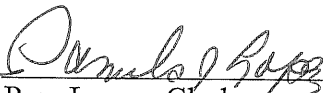
7. No provision of this MOU is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this MOU, including but not limited to any citizen or employees of the County and/or the City.

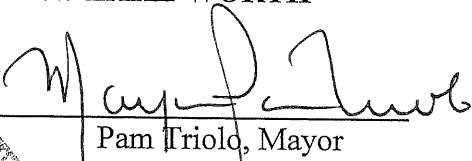
This MOU will become effective upon signature by the parties hereto.

IN WITNESS THEREOF, the parties here to have cause this MOU to be executed by their duly authorized representative respective on the _____ day of _____, 20__.


(CITY SEAL BELOW)

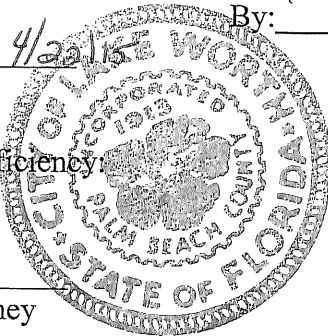
CITY OF LAKE WORTH

By:  4/22/15
Pam Lopez, Clerk

By: 
Pam Triolo, Mayor

Approved as to form and legal sufficiency:

By:  FUR
Glen J. Torcivia, City Attorney



(COUNTY SEAL BELOW)

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

**BOARD OF COUNTY
COMMISSIONERS**

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Shelley Vana, Mayor
Board of County Commissioners

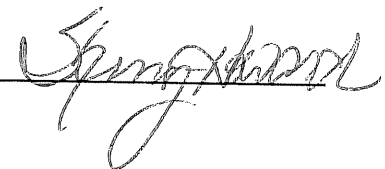
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____

By: 

James Brako
Assistant County Attorney

Sherry Howard
Deputy Director