

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: May 3, 2016                       Consent                       Regular  
     Ordinance                       Public Hearing

Department: Department of Economic Sustainability

**I. EXECUTIVE BRIEF**

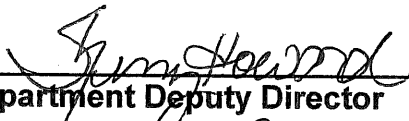
**Motion and Title: Staff recommends motion to Receive and File:** a Financial Assistance Award with the U.S. Economic Development Administration (EDA).

**Summary:** On August 18, 2015, the Board of County Commissioners authorized (R2015-1077) the Mayor to execute grant documentation requested by EDA to add the County as a Co-Applicant to a grant application being submitted by the City of Lake Worth to EDA. The application was submitted under EDA's Public Works Program which provided funding for certain roadway and related infrastructure improvements for the Lake Worth Park of Commerce. On February 12, 2016, EDA informed the City and County that the grant application seeking \$1,389,100 in EDA funding for infrastructure improvements totaling \$5,426,600 to support the development of the Lake Worth Park of Commerce was approved. The Financial Assistance Award issued for \$1,389,100 in EDA funding is being submitted to the Board of County Commissioners to receive and file. **These are Federal EDA funds which require a local match to be provided by the City of Lake Worth as the Lead Applicant. No County local match is required.** District 3 (JB)

**Background and Justification:** The EDA grant funding focuses on upgrading Boutwell Road from 10<sup>th</sup> Avenue North to Joyce Avenue, and will also include Joyce Avenue and extending water and sewer improvements along Boutwell Road from Joyce Avenue to 4<sup>th</sup> Avenue North. 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. This major infrastructure upgrade in the Lake Worth Park of Commerce is essential for long term job creation and industry development in the City of Lake Worth. These infrastructure improvements will support a regional manufacturing facility, two (2) hotels and other significant enterprises.

**Attachment(s):**

1. Financial Assistance Award

Recommended By:                       4-8-16  
    Department Deputy Director                      Date

Approved By:                       4-21-16  
    Assistant County Administrator                      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Grant Expenditures					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

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

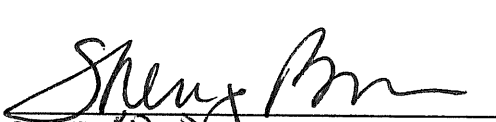
**No fiscal impact**


**C. Departmental Fiscal Review:**

  
 \_\_\_\_\_  
 Shairette Major / Fiscal Manager II  
 4/15/16

**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB 4/11/16

  
 \_\_\_\_\_  
 Contract Development and Control 4/18/16

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney 4/20/16

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

GRANT  COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER  
**04-01-07113**

RECIPIENT NAME  
**City of Lake Worth**

PERIOD OF PERFORMANCE  
**63 months after date of EDA approval**

STREET ADDRESS  
**7 North Dixie Highway**

FEDERAL SHARE OF COST  
**\$ 1,389,100.00**

CITY, STATE, ZIP CODE  
**Lake Worth, Florida 33460**

RECIPIENT SHARE OF COST  
**\$ 4,037,500.00**

RECIPIENT NAME  
**Palm Beach County Board of County Commissioners**

TOTAL ESTIMATED COST  
**\$ 5,426,600.00**

STREET ADDRESS  
**100 Australian Avenue**

CITY, STATE, ZIP CODE  
**Lake Worth, Florida 33460**

AUTHORITY  
**Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 et seq.)**

CFDA NO. AND NAME  
**11.300 Public Works Program**

PROJECT TITLE  
**Infrastructure Improvements**

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (DECEMBER 2014)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS (see attached Exhibit "A")
- LINE ITEM BUDGET (see attached Attachment No. 1)
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION
- OTHER(S): EDA Standard Terms and Conditions for Construction Projects, dated March 12, 2013

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER  
*[Signature]*

DATE  
**2/12/14**

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  
**H. Philip Paradice, Jr., Director, Atlanta Regional Office**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**Pam Triolo**  
**Michael Bornstein, City Manager, City of Lake Worth**

DATE  
**2/17/14**

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  
**Mary Lou Berger**  
**Honorable Shelley Vano, Mayor, Palm Beach County Board of Commissioners**

DATE  
**2/18/14**

**COUNTY ATTORNEY**

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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Public Works and Development Facilities

Investment No.: 04-01-07113

Recipient: City of Lake Worth and Palm Beach County Board of County Commissioners, Florida

SPECIAL AWARD CONDITIONS

1. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following Project development time schedule:

Time allowed after Receipt of Financial Assistance Award for:

Return of Executed Financial Assistance Award..... 30 days  
Start of Construction..... 24 Months from Date of Grant Award  
Construction Period..... 36 Months

Project Closeout – All Project closeout documents including final financial information and any required program reports shall be submitted to the Government not more than 90 day after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall pursue diligently the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event, which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the Award in accordance with the regulations set forth at 15 CFR 24.43 (53 Fed. Reg. 8048-9, 8102, March 11, 1988).

2. GOALS FOR WOMEN AND MINIORITIES IN CONSTRUCTION: Department of Labor regulations set forth in in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each trade area shall be as follows:

From April 1, 1981, until further notice: 6.9 percent

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6.

3. **REPORT ON UNLIQUIDATED OBLIGATIONS:** All Recipients of an EDA grant award of more than \$100,000 whose Award has not been fully disbursed is required to submit Form SF-425, "*Financial Status Report*" to EDA semi-annually to report on the status of unreimbursed obligations. This report will provide information on the amount of allowable Project expenses that have been incurred, but not claimed for reimbursement by the Recipient. The first report shall be as of March 30 of each year and shall be submitted to EDA no later than April 30 of each year, and the second report shall be as of September 30 of each year and shall be submitted to EDA no later than October 30 of each year. The Recipient must submit a final financial report using Form SF-425 within 90 days of the expiration date of the Award (or from the date the Recipient accepts the Project from the contractor, whichever occurs earlier). Noncompliance with these requirements will result in the suspension of disbursements under this Award. Financial reports are to be submitted to the Project Officer.
4. **PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS:** Pursuant to E.O. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federal Funded Construction Projects," unless the Project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded by Recipients of grants or cooperative agreements, or those of any construction manager acting on their behalf, shall not:  
a) include any requirement or prohibition on Bidders, Offerors, Contractors, or Subcontractors about entering into or adhering to agreements with one or more labor organizations on the same or related construction Project(s); or b) otherwise discriminate against Bidders, Offerors, Contractors, or Subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction Project(s).

5. **ENGINEERING CERTIFICATE/CERTIFICATE OF TITLE:** The Recipient, prior to Solicitation of bids for construction of this Project, shall furnish to the Government an acceptable Engineering Certificate showing all lands, rights-of-way and easements necessary for construction of this Project along with an acceptable Certificate of Title on said lands, rights-of-way and easements showing good and merchantable title free of mortgages or other foreclosable liens.
6. **CONSTRUCTION START:** If significant construction (as determined by EDA) is not commenced within two years of approval of the project or by the date estimated for start of construction in the grant award (or the expiration of any extension granted in writing by EDA), whichever is later, the EDA grant will be automatically suspended and may be terminated if EDA determines, after consultation with the grant recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.
7. **NONRELOCATION:** In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs that are located outside of its jurisdiction to within its jurisdiction in competition with other jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause.
8. **REFUND CHECKS, INTEREST OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to our account with it:

The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.

The second option is Paper Check conversion. All checks must identify on their face the name of the DoC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the Federal Project Officer. This option allows the payee to send a check to NOAA's accounting office, who processes EDA's accounting functions at the following address: U.S. Department of Commerce, National Oceanic and Atmospheric Administration, Finance Office, AOD, EDA Grants, 20020 Century Boulevard, Germantown, MD 20874. The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees who are corporations, it could be an issue for individuals sending EDA funds. Please make note of the following.

Notice to Customers Making Payment by Check

If you send EDA a check, it will be converted into an electronic funds transfer by copying your check and using the account information on it to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

You will not receive your original check back. Your original check will be destroyed, but a copy of it will be maintained in our office. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

9. **SCOPE OF WORK:** Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above described additional information shall be fairly construed to and shall describe the SOW. The scope of work for this project is further described below:

*This investment will provide for infrastructure improvements on Boutwell Road from 10th Avenue North to Joyce Avenue, to include Joyce Avenue; water and sewer improvements along Boutwell Road from Joyce Avenue to 4th Avenue North. The work will include removal of existing asphalt base and pavement (5 acres); road reconstruction (2,655 LF) to a three lane cross-section; Curbing (6,328 LF), driveway aprons (460 SY) and sidewalks (2,947 SY); Upgrades for potable water (2,940 LF of 6" - 12" water mains); Upgrades for sewage (3,015 LF of 4" - 12" force mains); Stormwater management (2,543 LF of 18"-30" piping and 6,125 CY of dry detention area) including bio-swales; Landscaping and Irrigation; street lighting; Undergrounding the power, telephone and cable TV, and providing telecommunications.*

10. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any grant disbursement, must submit to the Government for approval a Project Administration Service Agreement for project administration services charged against the grant award.

11. **LEGAL RIGHT-OF-WAY:** Recipients confirm and agree that (a) Recipients are committed during the Estimated Useful Life of the Project to operate, maintain and repair all improvements for the project consistent with this Award, and (b) if at any time during the Estimated Useful Life of the Project any or all of the improvements in the project within public highway(s) are relocated for any reason pursuant to requirements of the owner of the public highway, the Recipients shall be responsible for accomplishing the relocation, including as necessary expending the Recipients' non-Government funds, so that the Project continues as authorized by this Award. Prior to soliciting bids for the improvements to be constructed with funds from this Award, Recipients shall submit to the Government all written authorization(s) (i.e. State permits) necessary for the Project to be constructed within the public highway. The authorization(s) shall have no time limits that restrict the use of the public highway for the Project during the Estimated Useful Life of the Project. It is determined and agreed that the Estimated Useful Life of this Project is 20 years.
  
12. **LEAD RECIPIENT DESIGNATION AND OBLIGATIONS:** This Award is made to multiple Recipients as identified in the Financial Assistance Award Form CD-450 to which these Special Award Conditions are attached. The Government requested that one of the Recipients be designated as the lead recipient to facilitate the administration of this Award. The Recipient named first in the Recipient name block on the CD-450 to which this Exhibit "A" is attached has agreed in writing to be designated as lead recipient (Lead Recipient). The co-recipients acknowledge, agree with and consent to this designation and authorize and consent to the Lead Recipient taking and performing the obligations set forth below in this Special Award Condition. A.) The Recipients agree that all funds available pursuant to this Award shall be solely disbursed by the Government to the Lead Recipient. The Lead Recipient agrees to be responsible for the further disbursement of all such funds received from the Government pursuant to this Award strictly in accordance with the Budget attached to this Award. Such disbursement by the Lead Recipient shall be made in accordance with all applicable requirements of the Government as identified and set forth on the Financial Assistance Award Form CD-450 to which these Special Award Conditions are attached. B.) The Recipients agree that the Lead Recipient is authorized to and shall negotiate, enter into and execute all contracts (including but not limited to all construction and construction-related contracts), if any, necessary for the performance of the Recipients' obligations pursuant to this Award. C.) The Lead Recipient further agrees to be responsible for accumulating all necessary information for and the submission of all reports required to be submitted to the Government pursuant to this Award.
  
13. **HISTORIC PRESERVATION:** Recipient agrees to the following and shall cause the following to be placed on the plans and specifications for the project:

"If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The



applicant shall contact the Florida Division of Historical Resources (DHR) and EDA. Project activities shall not resume without verbal and/or written authorization from both DHR and EDA.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes."

14. ENVIRONMENTAL: Prior to advertisement for construction bids, Recipient shall provide a letter from a Professional Engineer or other qualified professional documenting that all applicable recommendations within the letter dated July 13, 2015 from the Florida Department of Environmental Protection to Greg Vaday of Palm Beach County and the letter dated August 26, 2015 from the Environmental Protection Agency to Greg Vaday have been incorporated into the plans and specifications for the project. The qualified professional's letter shall provide details on each recommendation regarding how the subject recommendation was included or why the recommendation was inapplicable. The letter must be satisfactory to the Government.
15. ENVIRONMENTAL: Prior to advertisement for bids, Recipient shall provide a letter from a qualified professional documenting that the US Fish and Wildlife Service's Standard Protection Measures for the Eastern Indigo Snake (available from US Fish and Wildlife on request) have been implemented and incorporated into the plans and specifications for the project. The letter must be satisfactory to the Government.
16. CONSTRUCTION PERMITS: Prior to the first disbursement of funds under this Award, the Recipient shall obtain the permits described in item 1 of the Certificate of Engineer, Part One of the above referenced CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY AND EASEMENTS.
17. LEGAL/ACQUISITION OF EASEMENTS: Recipients acknowledge that the Government's regulations require that in construction projects title to the real estate for a financial assistance award improved with award funds must be vested in at least one recipient. Recipient's application discloses that the City of Lake Worth, one of the recipients, (City) has filed the requisite eminent domain civil actions against and is simultaneously is negotiating for the acquisition of easements with the land owners holding title to lands over which the City requires easements to construct and maintain the Project funded by this Award. The City as a condition of this Award warrants and agrees that on or before ninety (90) days from the date the Government executes this Award (the Acquisition Date) that the City will a.) have obtained and recorded all easements necessary for this Project, b.) provide the Government with copies of the recorded easements and c.) will provide the Government with a written opinion for the City's legal counsel that all easements necessary for this Project have been obtained and property recorded, that the easements are valid and sufficient for their stated purpose(s) and that the easements validly encumber the underlying fee simple title pursuant to state law. The easements shall not be encumbered by any liens (except local advaloren real estate taxes) and

the City's legal counsel's opinion shall confirm this fact. The City and the government agree that the Acquisition Date may be extended by a mutually agreed upon written statement, including the exchange of emails. Both Recipients acknowledge that if the City fails to comply with the foregoing condition in this Special Award Condition on or before the Acquisition Date both Recipients, at the Government's request, will sign the appropriate documentation to terminate this Award for Convenience.

U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION

**PUBLIC WORKS PROJECT COST CLASSIFICATIONS**

**EDA Investment No. 04-01-07113**

**State: Florida**

**County: Palm Beach**

<u>Cost Classification</u>	<u>Proposed</u>	<u>Approved</u>
Administrative and legal expenses	\$ 20,000	\$ 20,000
Land, structures, and rights-of-way appraisals, etc.		
Relocation expenses and payments (Cost incidental to transfer of titles)		
Architectural and engineering fees		
Other architectural and engineering fees		
Project inspection fees and audit		
Site Work		
Demolition and removal		
Construction	5,098,572	5,098,572
Equipment		
Miscellaneous		
Contingencies	308,028	308,028
<b>TOTAL PROJECT COSTS</b>	<b>\$ 5,426,600</b>	<b>\$ 5,426,600</b>

Remarks: