

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 27, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Department of Economic Sustainability (DES)		

I. EXECUTIVE BRIEF


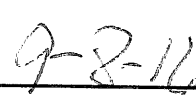
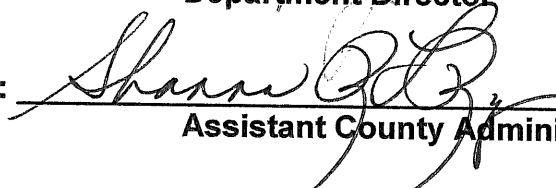
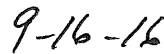
Motion and Title: Staff recommends motion to approve: **A)** a Budget Transfer of \$302,830 in the Housing and Community Development Fund; and **B)** a Budget Amendment of \$302,830 in the Park Improvement Fund to recognize the transfer.

Summary: On July 21, 2015, the Board of County Commissioners (BCC) approved the County's Fiscal Year 2015-2016 Action Plan (R2015-0939) which included an allocation of Federal Community Development Block Grant (CDBG) funds for improvements to Lake Lytal Park and the Canal Point Park. The Palm Beach County Parks and Recreation Department (Parks) is the implementing agency for these projects. The Memorandum of Understanding between DES and Parks require that an interdepartmental budget transfer be established to reimburse Parks for eligible project costs in the amount of \$160,830 for the Lake Lytal Park project and in the amount of \$142,000 for the Canal Point Park project for a total of \$302,830. This budget transfer and amendment are necessary to appropriate budget to process the interdepartmental transfers. These are Federal CDBG grant funds which require no local match. Districts 2 & 6 (JB)

Background and Justification: As a result of approving the County's Fiscal Year 2015-2016 Action Plan, HUD transmitted the Fiscal Year 2015-2016 Agreements for the CDBG, HOME and ESG Programs to Palm Beach County for execution and return to HUD. These Agreements constitute the contracts with HUD that make \$7,804,149 in Federal Funds available to the County's line of credit with the U.S. Treasury.

Attachment(s):

- 1. Budget Transfer
- 2. Budget Amendment
- 3. Canal Point Park MOU and Amendment 001
- 4. Lake Lytal Park MOU

Recommended By:		
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$302,830				
External Revenues	(\$302,830)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
---	-----	--	--	--	--


Is Item Included In Current Budget? Yes X No
Budget Account No.:

Fund 1101 Dept 820 Unit 1431 Object 9184 Program Code/Period various/GY15

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

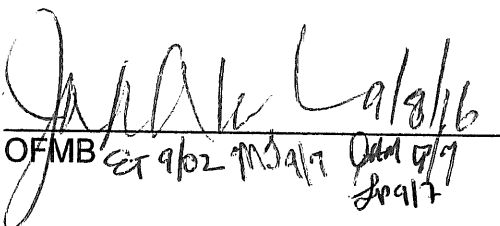
Approval of this agenda item will appropriate budget in Community Development Block Grant funds to reimburse PBC Parks Department via interdepartmental transfer for the Lake Lytle Parks Project (\$160,830) and the Canal Point Park Project (\$142,000) for a total of \$302,830.

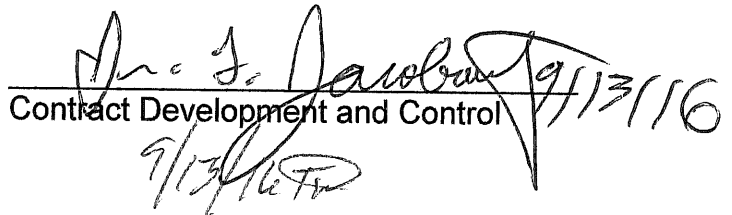
C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager II


III. REVIEW COMMENTS

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


OFMB 9/8/16
9/8/16
9/8/16


Contract Development and Control 9/13/16
9/13/16

B. Legal Sufficiency:


Assistant County Attorney 9/15/16

C. Other Department Review:

Department Director

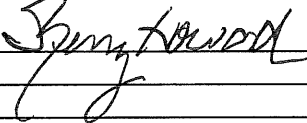
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

FUND 1101 -Housing and Community Development

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 08/31/2016	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions Non Governmental Agency	4,706,589	2,920,952	0	302,830	2,618,122	479,316	2,138,806
143-1431-9184	Transfer to Park Imp Fund 3600	0	0	302,830		302,830	0	302,830
TOTAL EXPENDITURES				302,830	302,830			

Department of Economic Sustainability
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	9-1-16
_____	_____
_____	_____

By Board of County Commissioners
At Meeting of :
September 27, 2016
Deputy Clerk to the
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 582 082916*539
BGEX 582 082916*1874

FUND 3600 - PARK IMPROVEMENT

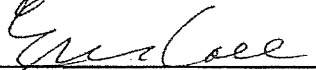
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/29/16	REMAINING BALANCE
REVENUES								
3600-582-P822-8015	Transfer From HCD Fd 1101	0	0	142,000		142,000	0	142,000
3600-582-P823-8015	Transfer From HCD Fd 1101	0	0	160,830		160,830	0	160,830
<hr/>								
TOTAL RECEIPTS & BALANCES		9,765,123	10,849,658	302,830		11,152,488		
APPROPRIATIONS								
3600-582-P822-6520	Park Improvements	0	0	142,000		142,000	0	142,000
3600-582-P823-6520	Park Improvements	0	0	160,830		160,830	0	160,830
<hr/>								
TOTAL APPROPRIATIONS & EXPENDITURES		9,765,123	10,849,658	302,830		11,152,488		

Signatures

Date

By Board of County Commissioners
At Meeting of
September 27, 2016
Deputy Clerk to the Court

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

 9-1-16

Administration/Budget Department Approval

OFMB Department - Posted

MEMORANDUM OF UNDERSTANDING

CANAL POINT PLAYGROUND IMPROVEMENTS

This Memorandum of Understanding (MOU) is entered into on FEB 04 2016, by and between Palm Beach County Department of Economic Sustainability ("DES"), and Palm Beach County Parks and Recreation Department ("Parks") to cooperatively complete the Canal Point Playground Improvements Project (the "Project").

WHEREAS, DES has secured \$5,775,879 in Federal Community Development Block Grant (CDBG) funds under a Grant Agreement (B-15-UC-12-0004) between Palm Beach County (County) and the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on July 21, 2015, the Palm Beach County Board of County Commissioners approved the Palm Beach County Fiscal Year 2015-2016 Action Plan (R2015-0939), which provided for the Project, located at 12860 U.S. Highway 441 in Canal Point; and

WHEREAS, DES has determined that the Project is an eligible CDBG activity per 24 CFR 570.201(c) – Public Facilities and Improvements; and

WHEREAS, DES has determined that the Project will serve the CDBG National Objective of serving low-and-moderate-income persons per 24 CFR 570.208(a)(1) – Area Benefit Activities; and

WHEREAS, DES has made \$142,000 of these CDBG funds available for the Project, which consists of site improvements and new playground equipment; and

WHEREAS, Parks shall be responsible for the design of the improvements; and

WHEREAS, the Project requires a construction contractor, as established by drawings and specifications prepared/provided by Parks; and

WHEREAS, Parks shall utilize the services of a construction contractor(s) procured through a Pre-Qualification solicitation, an existing annual contract with the PBC Purchasing Department and/or through the competitive bid process; and

WHEREAS, Parks shall provide construction administration for the Project; and

WHEREAS, HUD requires that an inter-departmental agreement, provided as this MOU, be executed between DES and Parks, as the Department implementing a federally-funded project; and

WHEREAS, DES and Parks wish to enter into this MOU in order to establish the terms and conditions for undertaking the improvements at the Canal Point Playground.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DES:

- a. Shall provide Parks with the Federal requirements for construction contracts as they relate to the use of CDBG funds (including but not limited to, Davis-Bacon and Related Acts (DBRA), bonding requirements established under 24 Code of Federal Regulations (CFR) Part 85, and Executive Order 11246).
- b. Shall provide Parks with forms to be completed as they relate to CDBG compliance.
- c. Shall update Parks with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the Project. Each party acknowledges that DES will be ultimately responsible to HUD for ensuring requirements are met, and for all costs associated with any updated requirements

- d. Shall review and approve the Project plans and specifications and Parks' contractor recommendation.
- e. Shall issue an authorization to proceed immediately following a determination that the procurement and scope of work are in compliance with regulations set forth in the CDBG program and that sufficient funding exists to cover all project costs contained herein.
- f. Shall monitor the progress of Project implementation through on-site observation, contact with Parks, and through the receipt from Parks of reports and contractor payment requests.
- g. Shall reimburse Parks for eligible project expenses via an inter-departmental budget transfer.
- h. Shall be responsible for Davis-Bacon compliance.

2. Parks:

- a. Shall provide the contractor(s) with the updated Federal requirements, including the Davis Bacon wage decision, applicable to the use of CDBG funds pursuant to the Contract award for construction.
- b. Shall transmit to DES the Project's plans and specifications, procurement documents, the scope of work with the prices related thereto, and the construction contract award recommendation.
- c. Shall obtain DES's authorization prior to the commencement of procurement activities.
- d. Shall obtain forms as they relate to CDBG compliance, collect project information and provide reports to DES to enable DES to meet its reporting obligations to HUD.
- e. Shall assign qualified staff to design, provide the oversight required for installation of the park improvements and shall administer the construction by performing tasks, including but not limited to, conducting site visits, reviewing the purchase and installation of products and materials according to specifications, evaluating change orders, tracking progress according to project schedules, reviewing and approving payment requests, and reviewing certifications for products and equipment.
- f. Shall obtain contractor payment requests, verify the accuracy thereof, and forward the request to PBC Finance Department for payment processing. A copy of the documentation shall be forwarded to DES at the time contractor payments are requested.
- g. Shall provide DES, at project completion, with a written certification by the project manager that indicates the Project has met the specifications of the design and provides the date of completion of construction.
- h. Shall withhold final payment until it has received all necessary project closeout documentation from the contractor and DES has provided Parks with written authorization to release the final payment to the contractor.
- i. Shall forward to DES a copy of all expenses charged to the Project account at the time they are submitted to Finance.

3. Parks acknowledges DES's completion of the Environmental Review for the Project as described in correspondence from DES dated January 15, 2016. Should future environmental findings or conditions be discovered during Project implementation, Parks shall notify DES of the findings and/or conditions. If needed, applicable mitigation measures must be incorporated into Project implementation and may affect the total project cost.

4. It is understood that the \$142,000 of CDBG funding, as stated herein, represents the entire allocation available via this MOU for the Project, and Parks shall be responsible for all costs in excess of \$142,000. DES is not responsible for any funding beyond the amount stated herein.

5. DES has allocated CDBG funds from HUD for this project. Parks acknowledges the following expenditure deadlines for these funds:

- 50% of the project budget (\$71,000) shall be expended no later October 1, 2016.
- 100% of the project budget (\$142,000) shall be expended or the project shall be complete with all invoices paid, no later than December 31, 2016.

The above expenditure deadlines have been established to ensure County compliance with HUD requirements. Extensions to the deadlines may be granted by DES at its sole discretion and may be denied if the HUD expenditure deadlines will not be met. The DES Director or his designee shall provide written authorization of any extension granted by DES.

6. Parks shall maintain documentation of all expenditures incurred in connection with this MOU, which records shall be maintained for five (5) years after expiration of this MOU.

7. Parks agrees to comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, and all recommended results from Environmental Review(s) that are provided to Parks by DES, in accordance with 24 CFR Part 58.

8. Parks shall carry out the activities in this MOU in compliance with all Federal laws and regulations at Subpart K of 24 CFR Part 570, except that: (i) Parks does not assume DES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) Parks does not assume DES's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

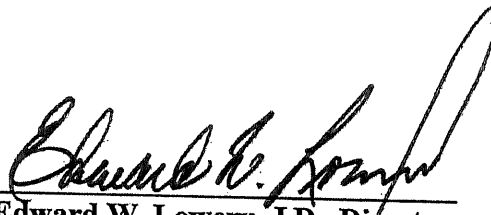
9. This MOU may be suspended or terminated in accordance with 24 CFR Part 85.43 if Parks materially fails to comply with any term hereof, and this MOU may be terminated by Parks or DES for convenience in accordance with 24 CFR Part 85.44.


10. This MOU shall expire on the date when Parks has satisfactorily submitted all necessary documentation to DES for project closeout and has obtained written notification from DES of the completion of the Project.

AGREED AS TO TERMS:

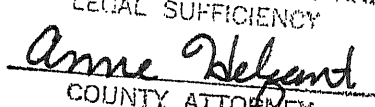
**DEPARTMENT OF ECONOMIC
SUSTAINABILITY**

PARKS & RECREATION DEPARTMENT

BY: 
Edward W. Lowery, J.D., Director

BY: 
Eric Call, Director

Z:\CDBG\FY 2015-16\CanalPointPlayground_MOU_Parks\MOU_2015-2016.docx

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

COUNTY ATTORNEY

**AMENDMENT 001
TO THE MEMORANDUM OF UNDERSTANDING
WITH
PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT
FOR THE
CANAL POINT PLAYGROUND IMPROVEMENTS PROJECT**

Amendment 001 entered into on AUG 24 2016 by and between **Palm Beach County Department of Economic Sustainability** and the **Palm Beach Parks and Recreation Department**.

WITNESSETH:

WHEREAS, **Palm Beach County Department of Economic Sustainability** entered into a Memorandum of Understanding (MOU) with **Palm Beach County Parks and Recreation Department** on February 4, 2016, to make available \$142,000 in Community Development Block Grant (CDBG) funds for playground improvements at Canal Point Park; and

WHEREAS, both parties wish to modify the MOU to insert certain administrative functions to be performed by DES under Section 1 and to the revise the expenditure deadlines contained in Section 5.

NOW THEREFORE, the parties agree that the following Sections of the MOU shall now read as follows:

SECTION 1 (e)

Shall issue an authorization to proceed immediately following a determination that the procurement and scope of work are in compliance with regulations set forth in the CDBG program and that sufficient funding exists to cover all project costs contained herein. A BAS shall be issued by DES to Parks for contract award purposes only.

SECTION 1 (g)

Shall reimburse Parks for eligible project expenses via an inter-departmental budget transfer. DES shall prepare the agenda item for BCC approval of the budget transfer, and shall include Parks' budget amendment.

SECTION 2 (j) (New)

Shall prepare a budget amendment and provide to DES for inclusion in the agenda item seeking approval of the budget transfer.

SECTION 5

"DES has allocated CDBG funds from HUD for this project. Parks acknowledges the following expenditure deadlines for these funds:

- At Least 25% of the project budget (\$35,500) shall be expended no later September 30, 2017.
- 100% of the project budget (\$142,000) shall be expended or the project shall be complete with all invoices paid, no later than December 31, 2017".

Except as modified by this Amendment 001, the MOU remains unmodified and in full force and effect in accordance with the terms thereof.

AGREED AS TO TERMS:


**DEPARTMENT OF ECONOMIC
SUSTAINABILITY**

BY: 
Edward W. Lowery, J.D., Director

PARKS & RECREATION DEPARTMENT

BY: 
Eric Call, Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.


COUNTY ATTORNEY

MEMORANDUM OF UNDERSTANDING

LAKE LYTAL PARK RENOVATIONS

This Memorandum of Understanding (MOU) is entered into on AUG 24 2016, by and between Palm Beach County Department of Economic Sustainability ("DES"), and Palm Beach County Parks and Recreation Department ("Parks") to cooperatively complete the Lake Lytal Park Renovations Project (the "Project").

WHEREAS, DES has secured Federal Community Development Block Grant (CDBG) funds under various Grant Agreements between Palm Beach County (County) and the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, Pursuant to the 18th Amendment to the FY 2014-2015 Action Plan, the Lake Lytal Park Renovations Project was added to the Action Plan; and

WHEREAS, DES has determined that the Project is an eligible CDBG activity per 24 CFR 570.201(c) – Public Facilities and Improvements; and

WHEREAS, DES has determined that the Project will serve the CDBG National Objective of serving low-and-moderate-income persons per 24 CFR 570.208(a)(1) – Area Benefit Activities; and

WHEREAS, DES has made \$160,830 of these CDBG funds available for the Project, which consists of replacement of a playground structure, site improvements, new playground equipment and related improvements typical to park/playground renovation projects; and

WHEREAS, Parks shall be responsible for the design of the project; and

WHEREAS, the Project requires a construction contractor(s), as established by drawings and specifications prepared/provided by Parks; and

WHEREAS, Parks shall utilize the services of a construction contractor(s) procured through a Pre-Qualification solicitation, an existing annual contract with the PBC Purchasing Department and/or through the competitive bid process; and

WHEREAS, Parks shall provide construction administration for the Project; and

WHEREAS, HUD requires that an inter-departmental agreement, provided as this MOU, be executed between DES and Parks, as the Department implementing a federally-funded project; and

WHEREAS, DES and Parks wish to enter into this MOU in order to establish the terms and conditions for undertaking the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DES:

- a. Shall provide Parks with the Federal requirements for construction contracts as they relate to the use of CDBG funds (including but not limited to, Davis-Bacon and Related Acts (DBRA), bonding requirements established under 24 Code of Federal Regulations (CFR) Part 85, and Executive Order 11246).
- b. Shall provide Parks with forms to be completed as they relate to CDBG compliance.
- c. Shall update Parks with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the Project. Each party acknowledges that DES will be ultimately responsible to HUD for ensuring requirements are met, and for all costs associated with any updated requirements

- d. Shall review and approve the Project plans and specifications and Parks' contractor recommendation.
- e. Shall issue an authorization to proceed immediately following a determination that the procurement and scope of work are in compliance with regulations set forth in the CDBG program and that sufficient funding exists to cover all project costs contained herein. A BAS shall be issued by DES to Parks for contract award purposes only.
- f. Shall monitor the progress of Project implementation through on-site observation, contact with Parks, and through the receipt from Parks of reports and contractor payment requests.
- g. Shall reimburse Parks for eligible project expenses via an inter-departmental budget transfer. DES shall prepare the agenda item for BCC approval of the budget transfer and shall include Parks' budget amendment.
- h. Shall be responsible for Davis-Bacon compliance.

2. Parks:

- a. Shall provide the contractor(s) with the Federal requirements, including the Davis Bacon wage decision, applicable to the use of CDBG funds pursuant to the Contract award for construction.
- b. Shall transmit to DES the Project's plans and specifications, procurement documents, the scope of work with the prices related thereto, and the construction contract award recommendation. A project schedule and work start dates shall also be furnished to DES.
- c. Shall obtain DES's authorization prior to the commencement of procurement activities.
- d. Shall prepare a budget amendment and provide to DES for inclusion in the agenda item seeking approval of the budget transfer.
- e. Shall obtain forms as they relate to CDBG compliance, collect project information and provide reports to DES to enable DES to meet its reporting obligations to HUD.
- f. Shall assign qualified staff to design, provide the oversight required for implementation of the Project and administer the construction by performing tasks, including but not limited to, conducting site visits, reviewing the purchase and installation of products and materials according to specifications, evaluating change orders, tracking progress according to project schedules, reviewing and approving payment requests, and reviewing certifications for products and equipment.
- g. Shall obtain contractor payment requests, verify the accuracy thereof, and forward the request to PBC Finance Department for payment processing with a copy to DES.
- h. Shall provide DES, at project completion, with a written certification by the project manager that indicates the Project has met the specifications of the design and provides the date of completion of construction.
- i. Shall withhold final payment to the contractor until DES has received all necessary project closeout documentation from the contractor and DES has provided Parks with written authorization to release final payment to the contractor.

3. Parks acknowledges DES's completion of the Environmental Review for the Project as described in correspondence from DES dated March 4, 2016. Should future environmental findings or conditions be discovered during Project implementation, Parks shall notify DES of the findings and/or conditions. If needed, applicable mitigation measures must be incorporated into Project implementation and may affect the total project cost.

4. It is understood that the \$160,830 of CDBG funding, as stated herein, represents the entire allocation available via this MOU for the Project, and Parks shall be responsible for all costs in excess of \$160,830. DES is not responsible for any funding beyond the amount stated herein.

5. DES has allocated CDBG funds from HUD for this project. Parks acknowledges the following expenditure deadlines for these funds:

- At least 25% of the project budget (\$40,208) shall be expended no later September 30, 2017.
- 100% of the project budget (\$160,830) shall be expended or the project shall be complete with all invoices paid, no later than December 31, 2017.

The above expenditure deadlines have been established to ensure County compliance with HUD requirements. Extensions to the deadlines may be granted by DES at its sole discretion and may be denied if the HUD expenditure deadlines will not be met. The DES Director or his designee shall provide written authorization of any extension granted by DES.

6. Parks shall maintain documentation of all expenditures incurred in connection with this MOU, which records shall be maintained for five (5) years after expiration of this MOU.

7. Parks agrees to comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, and all recommended results from Environmental Review(s) that are provided to Parks by DES, in accordance with 24 CFR Part 58.

8. Parks shall carry out the activities in this MOU in compliance with all Federal laws and regulations at Subpart K of 24 CFR Part 570, except that: (i) Parks does not assume DES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) Parks does not assume DES's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

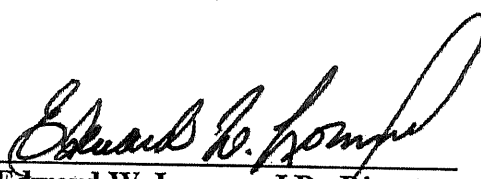
9. This MOU may be suspended or terminated in accordance with 24 CFR Part 85.43 if Parks materially fails to comply with any term hereof, and this MOU may be terminated by Parks or DES for convenience in accordance with 24 CFR Part 85.44.

10. This MOU shall expire on the date when Parks has satisfactorily submitted all necessary documentation to DES for project closeout and has obtained written notification from DES of the completion of the Project.

AGREED AS TO TERMS:

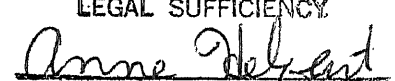
**DEPARTMENT OF ECONOMIC
SUSTAINABILITY**

PARKS & RECREATION DEPARTMENT

BY: 
Edward W. Lowery, J.D., Director

BY: 
Eric Call, Director

Z:\CDBG\FY 2016-17\LakeLytalPark_MOU_Parks\LakeLytalPark_MOU.docx

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

COUNTY ATTORNEY