

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$1,270,369				
External Revenues	(\$1,270,369)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Budget Account No.:

Fund 1101 Dept 820 Unit 1431 Object 9000 Program Code/Period various

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

Approval of this agenda item will appropriate budget in the Housing and Community Development Fund to reimburse PBC Parks Department via interdepartmental transfer for the cost for the Glades Pioneer project for \$295,000, the Kenwood Estates project for \$90,000, the Crossroads Depot RV project for \$161,000, the Therapeutic Recreation Center project for \$585,000 and the Canal Point project for \$139,369 for a total of \$1,270,369.

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

III. REVIEW COMMENTS

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

 4/26/18
 OFMB ^{SP} 4/23 (PD) 4/25 JMM 4/24
 4/26/18
 Contract Development and Control

B. Legal Sufficiency:

 4/26/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

18-0627

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1
BGEX-143-0412180000001179

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 April 12, 2018	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions -Non Government Agency	4,672,044	4,415,375	0	1,270,369	3,145,006	745,325	2,399,681
820-1431-9184	Transfer to Park Imprv Fund 3600	302,830	302,830	1,270,369		1,573,199		1,573,199
TOTAL EXPENDITURES				1,270,369	1,270,369			

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

Signatures
Jonathan Brown
[Signature]

Date
4/20/18
4/20/18

By Board of County Commissioners
At Meeting of :
May 1, 2018
Deputy Clerk to the
Board of County Commissioners

18 - 0628

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX - 0320180000000001085
BGRV - 0320180000000000380

FUND 3600 - PARK IMPROVEMENT

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 3/20/2018	REMAINING BALANCE
Revenue								
3600-582-P822-8015	Transfer From HCD Fd 1101	142,000	142,000	139,369		281,369		281,369
3600-582-P839-8015	Transfer From HCD Fd 1101	0	0	585,000		585,000		585,000
3600-582-P840-8015	Transfer From HCD Fd 1101	0	0	161,000		161,000		161,000
3600-582-P841-8015	Transfer From HCD Fd 1101	0	0	90,000		90,000		90,000
3600-582-P842-8015	Transfer From HCD Fd 1101	0	0	295,000		295,000		295,000
	Total Revenue and Balance	12,721,784	11,174,854	1,270,369	0	12,445,223		
Expense								
3600-582-P822-6520	Park Improvements	142,000	142,000	139,369		281,369	286	281,083
3600-582-P839-6520	Park Improvements	0	0	585,000		585,000	0	585,000
3600-582-P840-6520	Park Improvements	0	0	161,000		161,000	0	161,000
3600-582-P841-6520	Park Improvements	0	0	90,000		90,000	0	90,000
3600-582-P842-6520	Park Improvements	0	0	295,000		295,000	0	295,000
	Total Appropriation and Expenditures	12,721,784	11,174,854	1,270,369	0	12,445,223		

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
<u><i>Eric Call</i></u>	<u>3/20/18</u>
<u><i>Steve Ron</i></u>	<u>4/26/18</u>

By Board of County Commissioners
At Meeting of

Deputy Clerk to the
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

James Bond
COUNTY ATTORNEY

MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
and
PARKS AND RECREATION
and
FACILITIES DEVELOPMENT & OPERATIONS

GLADES PIONEER PARK RENOVATIONS PROJECT

This Memorandum of Understanding (MOU) is entered into on FEB 28 2017, by and between Palm Beach County Department of Housing & Economic Sustainability ("HES"), Palm Beach County Parks and Recreation Department ("Parks"), and Palm Beach County Facilities Development and Operations (FDO), to cooperatively complete the Glades Pioneer Park Renovations Project (the "Project").

WHEREAS, HES has secured Federal Community Development Block Grant (CDBG) funds for FY 2017/2018 through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HES has determined that the Projects are an eligible CDBG activity per 24 CFR 570.201(c) – Public Facilities and Improvements; and

WHEREAS, HES has determined that the Projects 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, HES has made \$295,000 of these CDBG funds available for renovations to Glades Pioneer Park. The site improvements include, but are not limited to: new playground/exercise equipment, a shade structure, landscaping, amenities and improvements typical to park/playground renovation projects; and

WHEREAS, Parks shall be responsible for the design of the improvements at the Park with FDO responsible for contractor procurement and contract administration; and

WHEREAS, the Project requires a construction contractor, per the drawings and technical specifications provided by Parks to FDO; and

WHEREAS, FDO shall procure the services of a construction contractor procured through the competitive bid process; and

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

WHEREAS, HES, Parks, and FDO 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. HES:

- a. Shall provide FDO 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 (DBA), bonding requirements established under 24 Code of Federal Regulations (CFR) Part 85, and Executive Order 11246).
- b. Shall provide FDO and Parks with any forms to be completed as they relate to CDBG compliance.

ATTACHMENT 3

- c. Shall update FDO and Parks with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the Projects. Each party acknowledges that HES 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 provide FDO with authorization to proceed to the bid phase.
- e. Shall issue an authorization to proceed immediately following a determination that the procurement, contractor selected, 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 Projects' implementation through on-site observation, contact with Parks and FDO, and through the receipt from Parks and FDO of reports and copies of contractor payment requests.
- g. Shall reimburse FDO for eligible project expenses via inter-departmental budget transfers. An agenda item for BCC approval of the budget transfers shall be prepared and shall include FDO's budget amendments.

2. FDO:

- a. Shall submit the bid documents and project plans and specifications to HES for review. The bid process may be undertaken following HES's notification that the documents are in compliance with applicable CDBG regulations.
- b. Shall submit forms and reports completed by contractors and subcontractors as they relate to CDBG and collect Project information to enable HES to meet its reporting obligations to HUD.
- c. Shall transmit to HES/Capital Improvement and Real Estate Inspection Services (CIRIES) Section, any bid addenda, the bid results, the construction contract award recommendation and a copy of the schedule of values for each Phase. FDO may proceed to contract award following review/approval from HES.
- d. Shall transmit to HES/CIRIES Section, copies of the executed construction contract, all executed change orders to said contract, Project schedules and updates thereto, a copy of the Notice to Proceed and the contractors' contact information.
- e. Shall forward to HES a copy of all contractor pay applications and project expenses charged to the Project account at the time they are submitted to Palm Beach County Finance Department.
- f. Shall not process final payment until it has received all necessary Project closeout documentation from the contractor and HES has provided written authorization to release the final payment to the contractor.
- g. Shall provide HES, at Project completion, with a written certification by the Project Manager that certifies the Project has met the specifications of the design and provides the date of completion of construction.
- h. Shall assist HES with DBA compliance by performing on-site interviews of the contractor's laborers and mechanics working at the site. HES will perform payroll review and overall DBA compliance.

3. Parks:

- a. Shall be responsible for providing FDO with all project design information, including but not limited to: the site plan, a listing of, and technical specifications of, the equipment to be included in the bid, and all specific instructions related to the installation of said equipment.

4. Parks and FDO

- a. Shall coordinate contract award following the receipt of bids to ensure that the equipment to be supplied by the prospective low bidder meets the project's specifications.
- b. Shall coordinate construction administration responsibilities for the installation of the improvements and the processing of payment requests from the contractor.

5. Parks and FDO acknowledge that HES shall conduct an Environmental Review for the Project to determine if any adverse environmental impacts resulting from the proposed renovations. Should adverse impacts be discovered, applicable mitigation measures must be incorporated into Project implementation and may affect the total project cost.

6. It is understood by all parties that \$295,000 of CDBG funding is available for improvements to Glades Pioneer Park. This amount represents the entire allocation available via this MOU. HES is not responsible for any funding or costs beyond the amount stated herein.

7. The expenditure requirements for the project are as follows:

- At least 50% (\$147,500) of the Park allocation (\$295,000) shall be expended no later than November 2018.
- 100% of the Park allocation shall be expended or the project shall be complete with all invoices paid, no later than February 2019.

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

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

9. Parks and FDO agree 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 HES, in accordance with 24 CFR Part 58.

10. Parks and FDO 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 and FDO do not assume HES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) Parks and FDO do not assume HES's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

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

12. This MOU shall expire on the date when Parks and FDO have satisfactorily submitted all necessary documentation to HES for project closeout and have obtained written notification from HES of the completion of the Project.

AGREED AS TO TERMS:

**DEPARTMENT OF HOUSING & ECONOMIC
SUSTAINABILITY**

BY: Jonathan Brown
Jonathan B. Brown, Director

PARKS & RECREATION DEPARTMENT

BY: Eric Call
Eric Call, Director

FACILITIES DEVELOPMENT & OPERATIONS

BY: Audrey Wolf
Audrey Wolf, Director

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MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

and

PARKS AND RECREATION

and

FACILITIES DEVELOPMENT & OPERATIONS

**CROSSROADS DEPOT RV PARK and KENWOOD ESTATES PARK
RENOVATIONS PROJECTS**

This Memorandum of Understanding (MOU) is entered into on FEB 28 2017, by and between Palm Beach County Department of Housing & Economic Sustainability ("HES"), Palm Beach County Parks and Recreation Department ("Parks"), and Palm Beach County Facilities Development and Operations (FDO), to cooperatively complete the Crossroads Depot RV Park and Kenwood Estates Park Renovations Projects (the "Projects").

WHEREAS, HES has secured Federal Community Development Block Grant (CDBG) funds for FY 2017/2018 through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HES has determined that the Projects are an eligible CDBG activity per 24 CFR 570.201(c) – Public Facilities and Improvements; and

WHEREAS, HES has determined that the Projects 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, HES has made \$161,000 of these CDBG funds available for renovations at Crossroads Depot RV Park and \$90,000 available for the Kenwood Estates Park renovations. Each site consists of various improvements, including, but not limited to: new playground equipment, ADA compliant surfacing, landscaping and improvements typical to park/playground renovation projects; and

WHEREAS, Parks shall be responsible for the design of the improvements at each Park with FDO responsible for contractor procurement and contract administration; and

WHEREAS, the Projects require a construction contractor, per the drawings and technical specifications provided by Parks to FDO; and

WHEREAS, FDO shall procure the services of a construction contractor procured through the competitive bid process; and

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

WHEREAS, HES, Parks, and FDO 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. HES:

- a. Shall provide FDO 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 (DBA), bonding requirements established under 24 Code of Federal Regulations (CFR) Part 85, and Executive Order 11246).
- b. Shall provide FDO and Parks with any forms to be completed as they relate to CDBG compliance.

- c. Shall update FDO and Parks with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the Projects. Each party acknowledges that HES 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 Projects plans and specifications and provide FDO with authorization to proceed to the bid phase.
- e. Shall issue an authorization to proceed immediately following a determination that the procurement, contractor selected, 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 Projects' implementation through on-site observation, contact with Parks and FDO, and through the receipt from Parks and FDO of reports and copies of contractor payment requests.
- g. Shall reimburse FDO for eligible project expenses via inter-departmental budget transfers. An agenda item for BCC approval of the budget transfers shall be prepared and shall include FDO's budget amendments.

2. FDO:

- a. Shall submit the bid documents and project plans and specifications to HES for review. The bid process may be undertaken following HES's notification that the documents are in compliance with applicable CDBG regulations.
- b. Shall submit forms and reports completed by contractors and subcontractors as they relate to CDBG and collect Project information to enable HES to meet its reporting obligations to HUD.
- c. Shall transmit to HES/Capital Improvement and Real Estate Inspection Services (CIRIES) Section, any bid addenda, the bid results, the construction contract award recommendation and a copy of the schedule of values for each Phase. FDO may proceed to contract award following review/approval from HES.
- d. Shall transmit to HES/CIRIES Section, copies of the executed construction contract, all executed change orders to said contract, Project schedules and updates thereto, a copy of the Notice to Proceed and the contractors' contact information.
- e. Shall forward to HES a copy of all contractor pay applications and project expenses charged to the Project account at the time they are submitted to Palm Beach County Finance Department.
- f. Shall not process final payment until it has received all necessary Project closeout documentation from the contractor and HES has provided written authorization to release the final payment to the contractor.
- g. Shall provide HES, at Project completion, with a written certification by the Project Manager that certifies the Project has met the specifications of the design and provides the date of completion of construction.
- h. Shall assist HES with DBA compliance by performing on-site interviews of the contractor's laborers and mechanics working at the site. HES will perform payroll review and overall DBA compliance.

3. Parks:

- a. Shall be responsible for providing FDO with all project design information, including but not limited to: the site plan, a listing of, and technical specifications of, the equipment to be included in the bid, and all specific instructions related to the installation of said equipment.

4. Parks and FDO

- a. Shall coordinate contract award following the receipt of bids to ensure that the equipment to be supplied by the prospective low bidder meets the project's specifications.
- b. Shall coordinate construction administration responsibilities for the installation of the improvements and the processing of payment requests from the contractor.

5. Parks and FDO acknowledge that HES shall conduct an Environmental Review for the Project to determine if any adverse environmental impacts resulting from the proposed renovations. Should adverse impacts be discovered, applicable mitigation measures must be incorporated into Project implementation and may affect the total project cost.

6. It is understood by all parties that \$161,000 of CDBG funding is available for improvements to Crossroad Depot RV Park and \$90,000 is available for improvements at Kenwood Estates Park. These amounts represent the entire allocation available via this MOU. HES is not responsible for any funding or costs beyond the amount stated herein.

7. The expenditure requirements for the project are as follows:

Crossroad Depot RV Park

- At least 50% (\$80,500) of the Park allocation (\$161,000) shall be expended no later than November 2018.
- 100% of the Park allocation shall be expended or the project shall be complete with all invoices paid, no later than February 2019.

Kenwood Estates Park

- At least 50% (\$45,000) of the Park allocation (\$90,000) shall be expended no later than November 2018.
- 100% of the Park Allocation shall be expended or the project shall be complete with all invoices paid, no later than February 2019.

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

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

9. Parks and FDO agree 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 HES, in accordance with 24 CFR Part 58.

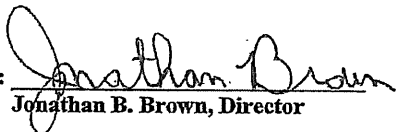
10. Parks and FDO shall carry out the activities in this MOU in compliance with all Federal laws and regulations at Subpart K of 24 CFR Part 570, except that: (i) Parks and FDO do not assume HES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) Parks and FDO do not assume HES's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

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


12. This MOU shall expire on the date when Parks and FDO have satisfactorily submitted all necessary documentation to HES for project closeout and have obtained written notification from HES of the completion of the Project.

AGREED AS TO TERMS:

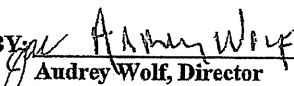
**DEPARTMENT OF HOUSING & ECONOMIC
SUSTAINABILITY**

BY: 
Jonathan B. Brown, Director

PARKS & RECREATION DEPARTMENT

BY: 
Eric Call, Director

FACILITIES DEVELOPMENT & OPERATIONS

BY: 
Audrey Wolf, Director

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MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
and
PARKS AND RECREATION
and
FACILITIES DEVELOPMENT & OPERATIONS
JOHN PRINCE PARK RENOVATIONS PROJECT

Therapeutic Recreation Center

This Memorandum of Understanding (MOU) is entered into on FEB 28 2017, by and between Palm Beach County Department of Housing & Economic Sustainability ("HES"), Palm Beach County Parks and Recreation Department ("Parks"), and Palm Beach County Facilities Development and Operations (FDO), to cooperatively complete the John Prince Park Renovations Project (the "Project").

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

WHEREAS, HES 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, HES has made \$585,000 of these CDBG funds available for the Project. The Project consists of three (3) phases. Phase One includes renovations to the restrooms, kitchen, existing rooms in the building and addresses ADA accessibility issues throughout the Fountains building. Phase Two includes pool renovations and the installation of a shade structure and Phase Three provides entranceway improvements to the Park; and

WHEREAS, Colome' & Associates, Inc., has designed the Phase One improvements, Parks shall be responsible for Phase Two and Phase Three design of the Project with FDO responsible for contractor procurements and contract administration; and

WHEREAS, the Project requires construction contractors, per the drawings and technical specifications provided by Colome' & Associates, Inc. and Parks; and

WHEREAS, FDO shall procure the services of construction contractors procured through the competitive bid process; and

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

WHEREAS, HES, Parks, and FDO 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. HES:

- a. Shall provide FDO 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 (DBA), bonding requirements established under 24 Code of Federal Regulations (CFR) Part 85, and Executive Order 11246).

ATTACHMENT 5

- b. Shall provide FDO and Parks with any forms to be completed as they relate to CDBG compliance.
- c. Shall update FDO and Parks with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the Projects. Each party acknowledges that HES 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 Projects plans and specifications and provide FDO with authorization to proceed to the bid phase.
- e. Shall issue an authorization to proceed immediately following a determination that the procurement, contractor selected, 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 Projects' implementation through on-site observation, contact with Parks and FDO, and through the receipt from Parks and FDO of reports and copies of contractor payment requests.
- g. Shall reimburse FDO for eligible project expenses via inter-departmental budget transfers. An agenda item for BCC approval of the budget transfers shall be prepared and shall include FDO's budget amendments.

2. FDO:

- a. Shall submit the bid documents and project plans and specifications to HES for review. The bid process may be undertaken following HES's notification that the documents are in compliance with applicable CDBG regulations.
- b. Shall submit forms and reports completed by contractors and subcontractors as they relate to CDBG and collect Project information to enable HES to meet its reporting obligations to HUD.
- c. Shall transmit to HES/Capital Improvement and Real Estate Inspection Services (CIRIES) Section, any bid addenda, the bid results, the construction contract award recommendation and a copy of the schedule of values for each Phase. FDO may proceed to contract award following review/approval from HES.
- d. Shall transmit to HES/CIRIES Section, copies of the executed constructions contract, all executed change orders to said contract, Project schedules and updates thereto, a copy of the Notice to Proceed and the contractors' contact information.
- e. Shall forward to HES a copy of all contractor pay application and project expenses charged to the Project account at the time they are submitted to Palm Beach County Finance Department.
- f. Shall not process final payment until it has received all necessary Project closeout documentation from the contractor and HES has provided written authorization to release the final payment to the contractor.
- g. Shall provide HES, at Project completion, with a written certification by the Project Manager that certifies the Project has met the specifications of the design and provides the date of completion of construction.
- h. Shall assist HES with DBA compliance by performing on-site interviews of the contractor's laborers and mechanics working at the site. HES will perform payroll review and overall DBA compliance.

3. Parks:

- a. Shall be responsible for providing FDO with all project design information, including but not limited to: the site plan, a listing of, and technical specifications of, the equipment to be included in the bid, and all specific instructions related to the installation of said equipment.

4. Parks and FDO

- a. Shall coordinate contract award following the receipt of bids to ensure that the equipment to be supplied by the prospective low bidder meets the project's specifications.
- b. Shall coordinate construction administration responsibilities for the installation of the improvements and the processing of payment requests from the contractor.

5. Parks and FDO acknowledge that HES shall conduct an Environmental Review for the Project to determine if any adverse environmental impacts resulting from the proposed renovations. Should adverse impacts be discovered, applicable mitigation measures must be incorporated into Project implementation and may affect the total project cost.

6. It is understood by all parties that the \$585,000 of CDBG funding available for improvements to John Prince Park represents the entire allocation available via this MOU. HES is not responsible for any funding beyond the amount stated herein.

7. HES has allocated \$585,000 in CDBG funds for this project. Due to the phasing of the Project, budget amounts have not been allocated on a per phase basis. Therefore, the following expenditure amounts for these funds will be based on the bid prices received for each phase and will be determined following contract award. HES shall update Parks and FDO with the expenditure requirements amounts as the information becomes available.

Phase One (Building Renovations):

- At least 50% of the Phase One costs shall be expended no later than November 2018.
- 100% of the Phase One costs shall be expended or the project shall be complete with all invoices paid, no later than February 2019.

Phase Two (Pool Renovations):

- At least 50% of the Phase Two costs shall be expended no later than December 2018.
- 100% of the Phase Two costs shall be expended or the project shall be complete with all invoices paid, no later than March 2019.

Phase Three (Entranceway Improvements):

- At least 50% of the Phase Three costs shall be expended no later than January 2019.
- 100% of the Phase Three costs shall be expended or the project shall be complete with all invoices paid, no later than March 2019.

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

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

9. Parks and FDO agree 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 HES, in accordance with 24 CFR Part 58.


10. Parks and FDO 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 and FDO do not assume HES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) Parks and FDO do not assume HES's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

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

12. This MOU shall expire on the date when Parks and FDO have satisfactorily submitted all necessary documentation to HES for project closeout and have obtained written notification from HES of the completion of the Project.

AGREED AS TO TERMS:

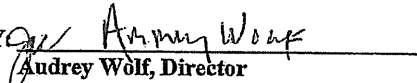
**DEPARTMENT OF HOUSING & ECONOMIC
SUSTAINABILITY**

BY: 
Jonathan B. Brown, Director

PARKS & RECREATION DEPARTMENT

BY: 
Eric Call, Director

FACILITIES DEVELOPMENT & OPERATIONS

BY: 
Audrey Wolf, Director

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MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
and
PARKS AND RECREATION
and
FACILITIES DEVELOPMENT & OPERATIONS

LAKE LYTAL and CANAL POINT PARKS
RENOVATIONS PROJECTS

This Memorandum of Understanding (MOU) is entered into on DEC 6 2017, by and between Palm Beach County Department of Housing & Economic Sustainability ("HES"), Palm Beach County Parks and Recreation Department ("Parks"), and Palm Beach County Facilities Development and Operations (FDO), to cooperatively complete the Lake Lytal and Canal Point Parks Renovations Projects (the "Projects").

WHEREAS, HES 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, the Projects are funded pursuant to the 18th Amendment to the FY 2014-2015 Action Plan (Lake Lytal Park), and the FY 2015-2016 Action Plan (Canal Point Park); and

WHEREAS, HES has determined that the Projects are an eligible CDBG activity per 24 CFR 570.201(c) – Public Facilities and Improvements; and

WHEREAS, HES has determined that the Projects 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, HES has made \$160,830 of these CDBG funds available for the Lytal Park Project, and \$184,000 available for the Canal Point Park Project, each Project consists of site improvements, new playground equipment and related improvements typical to park/playground renovation projects; and

WHEREAS, Parks shall be responsible for the design phase and construction administration of the Projects and FDO shall be responsible for contractor procurement and contractor payments; and

WHEREAS, the Projects require a construction contractor(s), as established by drawings and technical specifications provided by Parks to FDO; and

WHEREAS, FDO shall procure the services of a construction contractor procured through the competitive bid process; and

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

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

WHEREAS, HES, Parks, and FDO 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. HES:

- a. Shall provide FDO 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 (DBA), bonding requirements established under 24 Code of Federal Regulations (CFR) Part 85, and Executive Order 11246).
- b. Shall provide FDO and Parks with any forms to be completed as they relate to CDBG compliance.
- c. Shall update FDO and Parks with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the Projects. Each party acknowledges that HES 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 Projects plans and specifications and provide FDO with authorization to proceed to the bid phase.
- e. Shall issue an authorization to proceed immediately following a determination that the procurement, contractor selected, 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 Projects' implementation through on-site observation, contact with Parks and FDO, and through the receipt from Parks and FDO of reports and copies of contractor payment requests.
- g. Shall reimburse FDO for eligible project expenses via inter-departmental budget transfers. An agenda item for BCC approval of the budget transfers shall be prepared and shall include FDO's budget amendments.

2. FDO:

- a. Shall submit the bid documents and project plans and specifications to HES for review. The bid process may be undertaken following HES's notification that the documents are in compliance with applicable CDBG regulations.
- b. Shall submit forms and reports completed by contractors and subcontractors as they relate to CDBG and collect Project information to enable HES to meet its reporting obligations to HUD.
- c. Shall transmit to HES/Capital Improvement and Real Estate Inspection Services (CIRIES) Section, any bid addenda, the bid results, the construction contract award recommendation and a copy of the schedule of values for each Park. FDO may proceed to contract award following review/approval from HES.
- d. Shall transmit to HES/CIRIES Section, copies of the executed constructions contract, all executed change orders to said contract, Project schedules and updates thereto, a copy of the Notice to Proceed and the contractors' contact information.
- e. Shall forward to HES a copy of all contractor pay application and project expenses charged to the Project account at the time they are submitted to Palm Beach County Finance Department.
- f. Shall not process final payment until it has received all necessary Project closeout documentation from the contractor and HES has provided written authorization to release the final payment to the contractor.
- g. Shall provide HES, at Project completion, with a written certification by the Project Manager that certifies the Project has met the specifications of the design and provides the date of completion of construction.

3. Parks:

- a. Shall be responsible for providing FDO with all project design information, including but not limited to: the site plan, estimate of probable cost, a listing of, and technical specifications of, the equipment to be included in the bid, and all specific instructions related to the installation of said equipment.
- b. Shall assist HES with DBA compliance by performing on-site interviews of the contractor's laborers and mechanics working at the site. HES will perform payroll review and overall DBA compliance.

4. Parks and FDO

- a. Shall coordinate contract award following the receipt of bids to ensure that the equipment to be supplied by the prospective low bidder meets the specifications as provided by Parks to FDO.
- b. Shall coordinate construction administration responsibilities for the installation of the improvements and the processing of payment requests from the contractor.

5. Parks and FDO acknowledge HES's completion of the Environmental Reviews for the Project as described in correspondence to Parks from HES dated March 4, 2016 (Lake Lytal Park) and January 15, 2016 (Canal Point Park). Should future environmental findings or conditions be discovered during Project implementation, Parks and/or FDO shall notify HES of the findings and/or conditions. If needed, applicable mitigation measures must be incorporated into Project implementation and may affect the total project cost.

6. It is understood by all parties that the \$160,830 of CDBG funding available for improvements to Lake Lytal Park and the \$184,000 available for the improvements to Canal Point Park, represents the entire allocation available via this MOU for the Project. HES is not responsible for any funding beyond the amount stated herein.

7. HES has allocated CDBG funds from HUD for this project. Parks/FDO acknowledges the following expenditure deadlines for these funds:

Lake Lytal Park:

- At least 25% of the project budget (\$40,208) shall be expended no later than April 1, 2018.
- 100% of the project budget (\$160,830) shall be expended or the project shall be complete with all invoices paid, no later than July 1, 2018.

Canal Point Park:

- At least 25% of the project budget (\$46,000) shall be expended no later than April 1, 2018.
- 100% of the project budget (\$184,000) shall be expended or the project shall be complete with all invoices paid, no later than July 1, 2018.

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

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

9. Parks and FDO agree 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 HES, in accordance with 24 CFR Part 58.

10. Parks and FDO 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 and FDO do not assume HES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) Parks and FDO do not assume HES's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

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

12. This MOU shall expire on the date when Parks and FDO have satisfactorily submitted all necessary documentation to HES for project closeout and have obtained written notification from HES of the completion of the Project.

AGREED AS TO TERMS:

**DEPARTMENT OF HOUSING & ECONOMIC
SUSTAINABILITY**

BY: Jonathan Brown
Jonathan B. Brown, Director

PARKS & RECREATION DEPARTMENT

BY: Eric Call
Eric Call, Director

FACILITIES DEVELOPMENT & OPERATIONS

BY: Audrey Wolf
Audrey Wolf, Director

This MOU replaces the Lake Lytal MOU between Parks and Recreation and DES, dated August 24, 2016 and the Canal Point MOU between Parks and Recreation and DES, dated February 4, 2016, as amended on August 24, 2016.

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AMENDMENT 001
TO THE
MEMORANDUM OF UNDERSTANDING

BETWEEN
DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
and
PARKS AND RECREATION
and
FACILITIES DEVELOPMENT & OPERATIONS

LAKE LYTAL and CANAL POINT PARKS
RENOVATIONS PROJECTS

Amendment 001 entered into on FEB 28 2017 by and between Palm Beach County Department of Housing and Economic Sustainability (HES), Palm Beach County Parks and Recreation Department (Parks), and Palm Beach County Facilities Development and Operations Department (FDO).

WITNESSETH:

WHEREAS, HES, Parks and FDO entered into a Memorandum of Understanding (MOU) on December 6, 2017, to utilize \$184,000 in Community Development Block Grant (CDBG) funds for playground improvements at Canal Point Park and \$160,830 in CDBG funds for playground improvements at Lake Lytal Park; and

WHEREAS, the cost of the improvements through FDO's bid process are in excess of the CDBG funds originally allocated for the installation of the improvements; and

WHEREAS, all parties wish to modify the MOU to acknowledge additional CDBG funds provided by HES to complete the work; and

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

1. The CDBG funds available for the Canal Point Park improvements shall be increased from \$184,000 to \$281,369. The CDBG allocation for Lake Lytal Park shall remain at \$160,830.
2. The \$281,369 of CDBG funding, as stated herein, represents the entire allocation available via this MOU for the Canal Point Park Improvements HES is not responsible for any costs beyond this amount.
3. The expenditure deadlines are as follows:

Lake Lytal Park:

- At least 50% of the project budget (\$80,415) shall be expended no later July 30, 2018.
- 100% of the project budget (\$160,830) shall be expended or the project shall be complete with all invoices paid, no later than September 30, 2018.

Canal Point Park

- At least 50% of the project budget (\$140,684) shall be expended no later July 30, 2018.
- 100% of the project budget (\$281,369) shall be expended or the project shall be complete with all invoices paid, no later than September 30, 2018.

ATTACHMENT 7

AGREED AS TO TERMS:

**DEPARTMENT OF HOUSING & ECONOMIC
SUSTAINABILITY**

BY: Jonathan Brown
Jonathan B. Brown, Director

PARKS & RECREATION DEPARTMENT

BY: Eric Call
Eric Call, Director

FACILITIES DEVELOPMENT & OPERATIONS

BY: Audrey Wolf
Audrey Wolf, Director

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