



**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$440,080				
External Revenues	(\$440,080)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

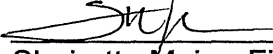
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No       
 Does this Item include the use of Federal funds? Yes X No       
 Budget Account No.:

Fund 1101 Dept 820 Unit 1431 Object 9184 Program Code/Period BG166F1/GY19: \$140,000  
 Fund 1101 Dept 820 Unit 1431 Object 9184 Program Code/Period BG166S/GY19: \$280,000  
 Fund 1101 Dept 820 Unit 1431 Object 9184 Program Code/Period BG166T/GY19: \$20,080

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 Parks via interdepartmental transfer for the John Stretch Project for \$280,000, the Haverhill Project for \$20,080 and the Glades Pioneer Project for \$140,000.**

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

**III. REVIEW COMMENTS**

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

 6/15/2020  
 OFMB  6/22/2020  
 Contract Development and Control  
 6/18/20 TW

B. Legal Sufficiency:

 6/24/2020  
 Assistant County Attorney

C. Other Department Review:

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

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

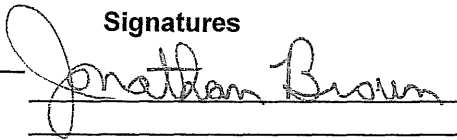
**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER**

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 05/27/2020	REMAINING BALANCE
<b>EXPENDITURES</b>								
143-1431-8101	Contributions Other Government Agency	4,091,319	4,091,319	0	440,080	3,651,239	1,448,576	2,202,663
820-1431-9184	Transfer to Park Imprv Fund 3600	301,139	1,432,139	440,080	0	1,872,219	320,119	1,552,100
<b>TOTAL EXPENDITURES</b>				<b>440,080</b>	<b>440,080</b>			

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

**Signatures**  
  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date**  
 6/16/2020  
 \_\_\_\_\_  
 \_\_\_\_\_

**By Board of County Commissioners**  
**At Meeting of :**  
 July 14, 2020  
 \_\_\_\_\_  
**Deputy Clerk to the**  
**Board of County Commissioners**

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX - 582 05062000000000001380  
BGRV - 582 05062000000000000461

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 5/6/2020	REMAINING BALANCE
<b>Revenue</b>								
3600-582-P882-8015	Transfer From HCD Fd 1101	0	0	20,080		20,080		20,080
3600-582-P883-8015	Transfer From HCD Fd 1101	0	0	140,000		140,000		140,000
3600-582-P884-8015	Transfer From HCD Fd 1101	0	0	280,000		280,000		280,000
	<b>Total Revenue and Balance</b>	<b>14,163,847</b>	<b>13,053,957</b>	<b>440,080</b>	<b>0</b>	<b>13,494,037</b>		
<b>Expense</b>								
3600-582-P882-6504	Improvements Other Than Buildings (Haverhill)	0	0	20,080		20,080	17,812	2,268
3600-582-P883-6504	Improvements Other Than Buildings (Glades Pioneer)	0	0	140,000		140,000	10,648	129,352
3600-582-P884-6504	Improvements Other Than Buildings (John Stretch)	0	0	280,000		280,000	20,251	259,749
	<b>Total Appropriation and Expenditures</b>	<b>14,163,847</b>	<b>13,053,957</b>	<b>440,080</b>	<b>0</b>	<b>13,494,037</b>		

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

Signatures

Date

*[Signature]* 5/6/2020

By Board of County Commissioners  
At Meeting of  
June 16, 2020  
Deputy Clerk to the  
Board of County Commissioners

# MEMORANDUM OF UNDERSTANDING

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

### JOHN STRETCH PARK PROJECT

This Memorandum of Understanding (MOU), with an effective date of October 1, 2019, 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 Department (FDO), to cooperatively complete the John Stretch Park Project (the “Project”).

WHEREAS, HES has secured Federal Community Development Block Grant (CDBG) funds for FY 2019/2020 through 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 \$280,000 of these CDBG funds available for improvements at John Stretch Park; and

WHEREAS, Parks shall be responsible for the design of the Park improvements 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 has competitively procured the services of a construction management firm to implement the Project; 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), requirements established under 2 Code of Federal Regulations (CFR) Part 200, 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 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.
- e. Shall provide funds for the project via an inter-departmental budget transfer to Parks. An agenda item for BCC approval of the budget transfers shall be prepared and shall include Parks' budget amendment.

2. FDO:

- a. Shall utilize the services of a construction management firm to implement the project pursuant to design specifications prepared by Parks.
- 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, the construction contract award recommendation and a copy of the schedule of values for the Project. 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 coordinate with Parks and HES with regard to Davis-Bacon compliance related to payroll review and on-site interviews of the contractor's laborers and mechanics working at the site.

3. Parks:

- a. Shall be responsible for providing FDO with all project design information, including but not limited to: the site plan and all specific instructions related to the improvements planned at each location.

4. Parks and FDO

- a. 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 \$280,000 of CDBG funding is available for improvements to John Stretch 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% (\$140,000) of the Park allocation of \$280,000 shall be expended no later than July 15, 2020.
- 100% of the Park allocation shall be expended or the project shall be complete with all invoices paid, no later than October 2020.

The above expenditure deadline has been established to ensure County compliance with HUD requirements. Extensions to the deadline 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 2 CFR 200.338 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 2 CFR 200.339.

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:**

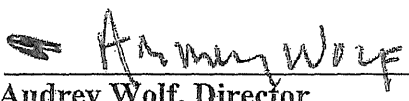
**DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY**

BY:   
Jonathan B. Brown, Director

**PARKS & RECREATION DEPARTMENT**

BY:   
Eric Call, Director

**FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT**

BY:   
Audrey Wolf, Director

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# MEMORANDUM OF UNDERSTANDING

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

### HAVERHILL PARK PROJECT

This Memorandum of Understanding (MOU), with an effective date of October 1, 2019, 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 Department (FDO), to cooperatively complete the Haverhill Park Project (the “Project”).

WHEREAS, HES has secured Federal Community Development Block Grant (CDBG) funds for FY 2019/2020 through 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 \$20,080 of these CDBG funds available for improvements at Haverhill Park; and

WHEREAS, Parks shall be responsible for the design of the Park improvements 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 has competitively procured the services of a construction management firm to implement the Project; 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), requirements established under 2 Code of Federal Regulations (CFR) Part 200, 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 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.
- e. Shall provide funds for the project via an inter-departmental budget transfer to Parks. An agenda item for BCC approval of the budget transfers shall be prepared and shall include Parks' budget amendment.

2. FDO:

- a. Shall utilize the services of a construction management firm to implement the project pursuant to design specifications prepared by Parks.
- 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, the construction contract award recommendation and a copy of the schedule of values for the Project. 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 coordinate with Parks and HES with regard to Davis-Bacon compliance related to payroll review and on-site interviews of the contractor's laborers and mechanics working at the site.

3. Parks:

- a. Shall be responsible for providing FDO with all project design information, including but not limited to: the site plan and all specific instructions related to the improvements planned at each location.

4. Parks and FDO

- a. 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 \$20,080 of CDBG funding is available for improvements to Haverhill 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.

# MEMORANDUM OF UNDERSTANDING

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

### GLADES PIONEER PARK PROJECT

This Memorandum of Understanding (MOU) with an effective date of October 1, 2019, 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 Department (FDO), to cooperatively complete the Glades Pioneer Park Project (the “Project”).

WHEREAS, HES has secured Federal Community Development Block Grant (CDBG) funds for FY 2019/2020 through 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 \$140,000 of these CDBG funds available for improvements at Glades Pioneer Park; and

WHEREAS, Parks shall be responsible for the design of the Park improvements 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 has competitively procured the services of a construction management firm to implement the Project; 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), requirements established under 2 Code of Federal Regulations (CFR) Part 200, 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 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.
- e. Shall provide funds for the project via an inter-departmental budget transfer to Parks. An agenda item for BCC approval of the budget transfers shall be prepared and shall include Parks' budget amendment.

2. FDO:

- a. Shall utilize the services of a construction management firm to implement the project pursuant to design specifications prepared by Parks.
- 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, the construction contract award recommendation and a copy of the schedule of values for the Project. 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 coordinate with Parks and HES with regard to Davis-Bacon compliance related to payroll review and on-site interviews of the contractor's laborers and mechanics working at the site.

3. Parks:

- a. Shall be responsible for providing FDO with all project design information, including but not limited to: the site plan and all specific instructions related to the improvements planned at each location.

4. Parks and FDO

- a. 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 \$140,000 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% (\$70,000) of the Park's allocation of \$140,000 shall be expended no later than July 15, 2020.
- 100% of the Park's allocation shall be expended or the project shall be complete with all invoices paid, no later than October 2020.

The above expenditure deadline has been established to ensure County compliance with HUD requirements. Extensions to the deadline 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 2 CFR 200.338 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 2 CFR 200.339.

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  
Jonathan B. Brown, Director

**PARKS & RECREATION DEPARTMENT**

BY: Eric Call  
Eric Call, Director

**FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT**

BY: Audrey Wolf  
Audrey Wolf, Director