

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 20, 2021 Consent Regular
 Ordinance Public Hearing

Department: Housing and Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A)** a budget transfer of \$2,013,645 in the Housing and Economic Sustainability Fund to set up transfers and allocate funds for capital projects to be funded from Federal Community Development Block Grant Funds;
- B)** a budget amendment of \$1,217,838 in the Public Building Fund to recognize the transfer from the Housing and Economic Sustainability Fund and to appropriate funds for approved capital projects; and
- C)** a budget amendment of \$795,807 in the Transportation Improvement Fund to recognize the transfer from the Housing and Economic Sustainability Fund and to appropriate funds for an approved capital project.

Summary: On July 14, 2020, the Board of County Commissioners (BCC) adopted Resolution Number R2020-0926 which approved the Fiscal Year 2020-2021 Action Plan. The Action Plan is Palm Beach County’s application to HUD for funding under the CDBG, HOME and ESG Programs. Included in the Action Plan were allocations of Federal Community Development Block Grant (CDBG) funds for the Wabasso Drive Bridge Replacement project for \$795,807, the Jupiter Health Center Restroom Renovation project for \$196,838, the Lantana/Lake Worth Public Health Clinic project for \$60,000, and the CL Brumback Health Center Renovation project for \$961,000.

The Memorandum of Understanding (MOU) agreements with Palm Beach County (PBC) Department of Facilities Development and Operations (FDO), the PBC Engineering Department and the Department of Housing and Economic Sustainability (DHES) require that interdepartmental budget transfers be established to reimburse FDO and Engineering for eligible project costs. These budget transfers and amendments are necessary to appropriate the required budget. **These are CDBG funds which require no local match.** Districts 1, 6, and 7 (HJF)

Background and Justification: Palm Beach County receives an annual allocation of CDBG grant funds from the U.S. Department of Housing and Urban Development. Approval of this agenda item will appropriate CDBG funding to renovate a County owned facility that provides homeless and housing services. The CDBG program works to provide decent affordable housing, community facilities and services and job creation through expansion of businesses. FDO and Engineering have executed MOUs with DHES to participate in the CDBG program as the implementing agency for this project.

Attachments:

- 1 Budget Transfers
- 2 Budget Amendments
- 3 Jupiter Health Center MOU
- 4 Lantana/Lake Worth Health MOU
- 5 CL Brumback Health Center MOU
- 6 Wabasso Drive Bridge MOU
- 7 R2020-0926

Recommended by: Jonathan Brown 4/1/2021
Department Director Date

Approved By: Donna A. Miller 4/12/2021
Assistant County Administrator Date

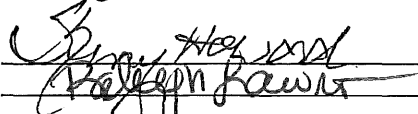
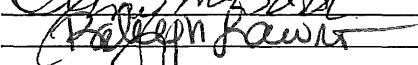
21- 0740

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

FUND 1101 - Housing and Economic Sustainability

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED March 30, 2021	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions Non-Gov't Agency	4,585,072	4,707,080	0	2,013,645	2,693,435	600,550	2,092,885
820-1431-9204	Transfer to Public Bldg Impv Fund 3804	0	1,997,215	1,217,838	0	3,215,053	0	3,215,053
820-1431-9162	Transfer to Transport Impv Fund 3500	0	0	795,807	0	795,807	0	795,807
TOTAL EXPENDITURES				2,013,645	2,013,645			

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

Signatures	Date
	4-7-21
	4/7/21

By Board of County Commissioners
At Meeting of :
April 20, 2021
Deputy Clerk to the
Board of County Commissioners

21- 0746

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT
Fund 3804**

BGRV 033021*464
BGEX 033021*1143

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 3/30/2021	REMAINING BALANCE
<u>REVENUES</u>								
411/B716	8015 - Tr Fr HCD FD 1101	0	0	60,000	0	60,000		
411/B717	8015 - Tr Fr HCD FD 1101	0	0	196,838		196,838		
411/B718	8015 - Tr Fr HCD FD 1101	0	0	961,000	0	961,000		
Total Receipts and Balances		88,921,376	85,963,689	1,217,838	0	87,181,527		
<u>EXPENDITURES</u>								
411/B716	4907 - Building Improvements NonCap	0	0	60,000	0	60,000		60,000
411/B717	4907 - Building Improvements NonCap	0		196,838		196,838		196,838
411/B718	4907 - Building Improvements NonCap	0	0	961,000	0	961,000		961,000
Total Appropriations & Expenditures		88,921,376	85,963,689	1,217,838	0	87,181,527		

Office of Financial Management & Budget
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures & Dates

Handwritten: +86711 4/7/21
Signature: [Handwritten Signature]
Date: 4/7/21

By Board of County Commissioners
 At Meeting of
 20-Apr-21
 Deputy Clerk to the
 Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Transportation Improvement Fund

BGRV 032921-460
BGEX 032921-1137

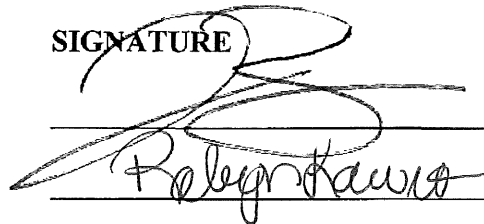
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 3/29/21	REMAINING BALANCE
REVENUES								
	<u>Wabasso Dr. over LWDD Lat. 2 Canal (934237)</u>	0	0	795,807	0	795,807		795,807
	3500-361-1557-8015 Transfer From HCD Fd 1101							
TOTAL RECEIPTS & BALANCES		190,909,261	184,187,156	795,807	0	184,982,963		
EXPENDITURES								
	<u>Wabasso Dr. over LWDD Lat. 2 Canal (934237)</u>	0	0	795,807	0	795,807	0	795,807
	3500-361-1557-6571 Bridge Improvements							
TOTAL APPROPRIATIONS & EXPENDITURES		190,909,261	184,187,156	795,807	0	184,982,963		

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE



DATE

4/8/21

4/8/21

By Board of County Commissioners
At Meeting of April 20, 2021

Deputy Clerk to the
Board of County Commissioners

MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
and
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

JUPITER HEALTH CENTER RESTROOMS RENOVATIONS

This Memorandum of Understanding (MOU) is entered into on October 1, 2020, by and between Palm Beach County Department of Housing & Economic Sustainability (HES) and Palm Beach County Facilities Development and Operations Department (FDO), to cooperatively complete the improvements to the Jupiter Health Center (the "Project") at 6045 Indiantown Road, Jupiter, FL 33458.

WHEREAS, HES has secured Federal Community Development Block Grant (CDBG) funds for FY 2020/2021 through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the proposed Project scope shall include design and construction related expenses for the renovation of the public restrooms to achieve ADA compliance; 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 meet the CDBG National Objective requirement per 24 CFR 570.208(a)(2) – Limited Clientele Activities; and

WHEREAS, HES has made \$196,838 of these CDBG funds available for expenses related to the Project's design and construction activities whose Estimated Project Budget is attached hereto as Exhibit "A"; and

WHEREAS, FDO shall be responsible for the procurement of the Design Professional (Consultant), contract award of the construction management firm (CM), and coordination with the (CM) for contractor procurement and construction administration; and

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

WHEREAS, HES 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 both consultant and 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 with any forms to be completed as they relate to CDBG compliance.
- c. Shall update FDO 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 issue authorizations to proceed following a determination that the procurement of the Consultant and CM 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.
- e. Shall monitor the progress of Projects' implementation through on-site observation, contact with FDO, and through the receipt from FDO of reports and copies of contractor payment requests.

- f. Shall provide the funding referenced herein as follows: FDO will process a Budget Transfer form to accompany a HES Agenda Item transferring the project funding to a FDO maintained account.

2. FDO:

- a. Shall competitively procure the Consultant to provide design services required for the Project.
- b. Shall utilize the services of a CM to implement the construction activities pursuant to design specifications prepared by the Consultant.
- c. Shall submit forms and reports completed by the consultant, CM, contractors and subcontractors as they relate to CDBG and collect Project information to enable HES to meet its reporting obligations to HUD.
- d. Shall transmit to HES/Capital Improvement and Real Estate Inspection Services (CIREIS) Section, the consultant and construction contract award recommendation and a copy of the schedule of values for the Project. FDO may proceed to contract awards for the Consultant and the CM following review and approval from HES.
- e. Shall transmit to HES/CIREIS Section, copies of the executed Consultant and construction contracts, all executed change orders to said contracts, Project schedules and updates thereto, a copy of the Notice to Proceed and the Consultant's and CM's contact information.
- f. Shall forward to HES a copy of all Consultant and contractor pay applications and project expenses charged to the Project account, including FDO staff charges, at the time they are submitted to Palm Beach County Finance Department.
- g. Shall not process final payment until it has received all necessary Project closeout documentation from the Consultant and contractor and HES has provided written authorization to release the final payment to the contractor.
- h. Shall provide HES, at Project completion, with a written certification by the Consultant that certifies the Project has met the specifications of the design and provides the date of completion of construction.
- i. Shall be responsible for Davis-Bacon compliance in accordance with the Federal Requirements, including but not limited to, payroll review through the contractor's utilization of HES's Labor Compliance Reporting System ("LCRS"). FDO shall require contractors and sub-contractors to utilize the LCRS and insert language requiring the use of LCRS in the bid documents, construction contracts and work orders. On-site interviews of the contractor's laborers and mechanics working at the site will also be required as part of DBRA compliance.

3. FDO acknowledges that HES shall conduct an Environmental Review for the Project to determine if any adverse environmental impacts resulting from the proposed construction. Should adverse environmental impacts be discovered, applicable mitigation measures must be incorporated into Project implementation.

4. It is understood by FDO that \$196,838 of CDBG funding is available for the design and construction of the Project. This amount represents the entire allocation available via this MOU. HES is not responsible for any funding or costs beyond the amount stated herein.

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

- At least \$20,000 of the Project allocation shall be expended no later than July 15, 2021.
- 100% of the Project allocation shall be expended or the project shall be complete with all invoices paid, no later than December 31, 2021.

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 adjustments and/or extensions granted by HES.

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

7. FDO agrees to comply with the applicable uniform administrative requirements as described in 24 CFR 200, and all recommended results from Environmental Review(s) that are provided to FDO by HES, in accordance with 24 CFR Part 58.


8. 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) FDO does not assume HES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) FDO does not assume HES'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 2 CFR 200.338 if FDO materially fails to comply with any term hereof, and this MOU may be terminated by FDO or HES for convenience in accordance with 2 CFR 200.339.


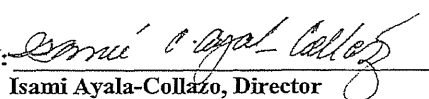
10. This MOU shall expire on the date when FDO has satisfactorily submitted all necessary documentation to HES for project closeout and has received reimbursement for the Project.

AGREED AS TO TERMS:

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

BY: 
Jonathan B. Brown, Director

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

 BY: 
Isami Ayala-Collazo, Director

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EXHIBIT A
ESTIMATED PROJECT BUDGET

PROJECT NAME: Jupiter Health Center Restrooms Renovation			
PROJECT NO.: TBA		ISSUE DATE: 3/9/2020	
CONSTRUCTION COSTS ESTIMATES			
LINE ITEM	UNIT COST	QUANTITY	ESTIMATED COST
DEMOLITION	EA	1	\$15,000
MATERIALS	Lot	1	\$20,000
CONSTRUCTION COSTS	EA	1	\$95,000
TOTAL CONSTRUCTION COST			\$130,000
SOFT COSTS			
1	DESIGN FEES		\$22,000
2	SURVEY FEES		N/A
3	SPECIAL INSPECTION		N/A
4	CONSTRUCTION MATERIALS TESTING		N/A
5	PERMIT FEES		\$4,500
6	STAFF CHARGES (CID)		\$15,000
7	TOTAL SOFT COSTS		\$41,500
8	PROJECT CONTINGENCY @ 15%		\$26,000
TOTAL CONSTRUCTION, SOFT COSTS & CONTINGENCY			\$197,500

MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
and
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

LANTANA/LAKE WORTH PUBLIC HEALTH CLINIC

Customer Service Area Renovations

This Memorandum of Understanding (MOU) is entered into on October 1, 2020, by and between Palm Beach County Department of Housing & Economic Sustainability (HES) and Palm Beach County Facilities Development and Operations Department (FDO), to cooperatively complete the improvements to the Lantana/Lake Worth Public Health Clinic (the "Project") at 1250 Southwinds Drive, Lantana FL 33462.

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, the scope of work includes the design and construction of improvements to the customer service area to achieve ADA compliance; 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 meet the CDBG National Objective requirement per 24 CFR 570.208(a)(2) – Limited Clientele Activities; and

WHEREAS, HES has made \$60,000 of these CDBG funds available for expenses related to the Project's design and construction related activities whose Project Budget is attached hereto as Exhibit "A"; and

WHEREAS, FDO shall be responsible for the procurement of the Design Professional (Consultant), contract award of the construction management firm (CM), and coordination with the (CM) for contractor procurement and construction administration; and

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

WHEREAS, HES 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 both consultant and 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 with any forms to be completed as they relate to CDBG compliance.
- c. Shall update FDO 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 issue authorizations to proceed following a determination that the procurement of the Consultant and CM 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.
- e. Shall monitor the progress of Projects' implementation through on-site observation, contact with FDO, and through the receipt from FDO of reports and copies of contractor payment requests.

- f. Shall provide the funding referenced herein as follows: FDO will process a Budget Transfer form to accompany a HES Agenda Item transferring the project funding to a FDO maintained account.

2. FDO:

- a. Shall competitively procure the Consultant to provide design services required for the Project.
- b. Shall utilize the services of a CM to implement the construction activities pursuant to design specifications prepared by the Consultant.
- c. Shall submit forms and reports completed by the consultant, CM, contractors and subcontractors as they relate to CDBG and collect Project information to enable HES to meet its reporting obligations to HUD.
- d. Shall transmit to HES/Capital Improvement and Real Estate Inspection Services (CIREIS) Section, the consultant and construction contract award recommendation and a copy of the schedule of values for the Project. FDO may proceed to contract awards for the Consultant and the CM following review and approval from HES.
- e. Shall transmit to HES/CIREIS Section, copies of the executed Consultant and construction contracts, all executed change orders to said contracts, Project schedules and updates thereto, a copy of the Notice to Proceed and the Consultant's and CM's contact information.
- f. Shall forward to HES a copy of all Consultant and contractor pay applications and project expenses charged to the Project account, including FDO staff charges, at the time they are submitted to Palm Beach County Finance Department.
- g. Shall not process final payment until it has received all necessary Project closeout documentation from the Consultant and contractor and HES has provided written authorization to release the final payment to the contractor.
- h. Shall provide HES, at Project completion, with a written certification by the Consultant that certifies the Project has met the specifications of the design and provides the date of completion of construction.
- i. Shall be responsible for Davis-Bacon compliance in accordance with the Federal Requirements, including but not limited to, payroll review through the contractor's utilization of HES's Labor Compliance Reporting System ("LCRS"). FDO shall require contractors and sub-contractors to utilize the LCRS and insert language requiring the use of LCRS in the bid documents, construction contracts and work orders. On-site interviews of the contractor's laborers and mechanics working at the site will also be required as part of DBRA compliance.

3. FDO acknowledges that HES shall conduct an Environmental Review for the Project to determine if any adverse environmental impacts resulting from the proposed construction. Should adverse environmental impacts be discovered, applicable mitigation measures must be incorporated into Project implementation.

4. It is understood by FDO that \$60,000 of CDBG funding is available for the design and construction of the Project. This amount represents the entire allocation available via this MOU. HES is not responsible for any funding or costs beyond the amount stated herein.

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

- At least \$7,500 of the Project allocation shall be expended no later than July 15, 2021.
- 100% of the Project allocation shall be expended or the project shall be complete with all invoices paid, no later than September 30, 2021.

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 adjustments and/or extensions granted by HES.

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

7. FDO agrees to comply with the applicable uniform administrative requirements as described in 24 CFR 200, and all recommended results from Environmental Review(s) that are provided to FDO by HES, in accordance with 24 CFR Part 58.


8. 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) FDO does not assume HES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) FDO does not assume HES'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 2 CFR 200.338 if FDO materially fails to comply with any term hereof, and this MOU may be terminated by FDO or HES for convenience in accordance with 2 CFR 200.339.

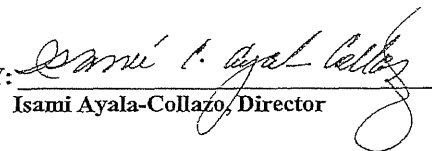
10. This MOU shall expire on the date when FDO has satisfactorily submitted all necessary documentation to HES for project closeout and has received reimbursement for the Project.

AGREED AS TO TERMS:

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

BY: 
Jonathan B. Brown, Director

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

BY: 
Isami Ayala-Collazo, Director

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EXHIBIT A

PROJECT BUDGET			
PROJECT NAME: Lantana/Lake Worth Health Center Customer Service Counter			
PROJECT NO.: TBA		ISSUE DATE: 3/6/2020	
CONSTRUCTION COST ESTIMATES			
LINE ITEM	UNIT COST	QUANTITY	ESTIMATED COST
DEMOLITION	EA	1	\$2,000
MATERIALS	Lot	1	\$15,000
CONSTRUCTION/INSTALLATION	EA	1	\$20,000
TOTAL CONSTRUCTION COST			\$37,000
SOFT COSTS			
1	DESIGN FEES		\$7,500
2	SURVEY FEES		N/A
3	SPECIAL INSPECTION		N/A
4	CONSTRUCTION MATERIALS TESTING		N/A
5	PERMIT FEES		\$2,500
6	STAFF CHARGES (CID)		\$5,000
7	TOTAL SOFT COSTS		\$15,000
8	PROJECT CONTINGENCY @ 15%		\$8,000
TOTAL CONSTRUCTION, SOFT COSTS & CONTINGENCY			\$60,000

MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
and
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

C.L. BRUMBACK HEALTH CENTER RENOVATIONS

This Memorandum of Understanding (MOU) is entered into on October 1, 2020, by and between Palm Beach County Department of Housing & Economic Sustainability (HES) and Palm Beach County Facilities Development and Operations Department (FDO), to cooperatively complete the improvements to the C.L. Brumback Health Center (the "Project") at 38754 State Road 80, Belle Glade, FL 33430.

WHEREAS, HES has secured Federal Community Development Block Grant (CDBG) funds for FY 2020/2021 through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the proposed Project scope shall include design and construction related expenses for the renovation of public and staff restrooms for ADA compliance and renovation of a portion of the building interior to house operations of the County's Youth Services Department; 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 meet the CDBG National Objective requirement per 24 CFR 570.208(a)(2) – Limited Clientele Activities; and

WHEREAS, HES has made \$961,000 of these CDBG funds available for expenses related to the Project's design and construction activities whose Estimated Project Budget is attached hereto as Exhibit "A"; and

WHEREAS, FDO shall be responsible for the procurement of the Design Professional (Consultant), contract award of the construction management firm (CM), and coordination with the (CM) for contractor procurement and construction administration; and

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

WHEREAS, HES 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:

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- b. Shall provide FDO with any forms to be completed as they relate to CDBG compliance.
- c. Shall update FDO 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 issue authorizations to proceed following a determination that the procurement of the Consultant and CM 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.
- e. Shall monitor the progress of Projects' implementation through on-site observation, contact with FDO, and through the receipt from FDO of reports and copies of contractor payment requests.

- f. Shall provide the funding referenced herein as follows: FDO will process a Budget Transfer form to accompany a HES Agenda Item transferring the project funding to a FDO maintained account.

2. FDO:

- a. Shall competitively procure the Consultant to provide design services required for the Project.
- b. Shall utilize the services of a CM to implement the construction activities pursuant to design specifications prepared by the Consultant.
- c. Shall submit forms and reports completed by the consultant, CM, contractors and subcontractors as they relate to CDBG and collect Project information to enable HES to meet its reporting obligations to HUD.
- d. Shall transmit to HES/Capital Improvement and Real Estate Inspection Services (CIREIS) Section, the consultant and construction contract award recommendation and a copy of the schedule of values for the Project. FDO may proceed to contract awards for the Consultant and the CM following review and approval from HES.
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- g. Shall not process final payment until it has received all necessary Project closeout documentation from the Consultant and contractor and HES has provided written authorization to release the final payment to the contractor.
- h. Shall provide HES, at Project completion, with a written certification by the Consultant that certifies the Project has met the specifications of the design and provides the date of completion of construction.
- i. Shall be responsible for Davis-Bacon compliance in accordance with the Federal Requirements, including but not limited to, payroll review through the contractor's utilization of HES's Labor Compliance Reporting System ("LCRS"). FDO shall require contractors and sub-contractors to utilize the LCRS and insert language requiring the use of LCRS in the bid documents, construction contracts and work orders. On-site interviews of the contractor's laborers and mechanics working at the site will also be required as part of DBRA compliance.

3. FDO acknowledges that HES shall conduct an Environmental Review for the Project to determine if any adverse environmental impacts resulting from the proposed construction. Should adverse environmental impacts be discovered, applicable mitigation measures must be incorporated into Project implementation.

4. It is understood by FDO that \$961,000 of CDBG funding is available for the design and construction of the Project. This amount represents the entire allocation available via this MOU. HES is not responsible for any funding or costs beyond the amount stated herein.

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

- At least \$90,000 of the Project allocation shall be expended no later than July 15, 2021.
- 100% of the Project allocation shall be expended or the project shall be complete with all invoices paid, no later than February 28, 2022.

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 adjustments and/or extensions granted by HES.

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

7. FDO agrees to comply with the applicable uniform administrative requirements as described in 24 CFR 200, and all recommended results from Environmental Review(s) that are provided to FDO by HES, in accordance with 24 CFR Part 58.


8. 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) FDO does not assume HES's environmental responsibilities described at 24 CFR Part 570.604; and (ii) FDO does not assume HES'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 2 CFR 200.338 if FDO materially fails to comply with any term hereof, and this MOU may be terminated by FDO or HES for convenience in accordance with 2 CFR 200.339.


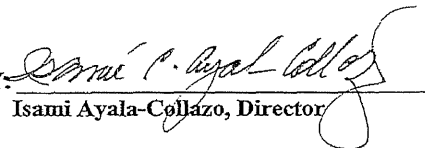
10. This MOU shall expire on the date when FDO has satisfactorily submitted all necessary documentation to HES for project closeout and has received reimbursement for the Project.

AGREED AS TO TERMS:

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

BY: 
Jonathan B. Brown, Director

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

 BY: 
Isami Ayala-Collazo, Director

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EXHIBIT A

PROJECT BUDGET			
PROJECT NAME: C.L. Brumback Health Center Renovations			
PROJECT NO.: TBA		ISSUE DATE: 3/13/2020	
CONSTRUCTION COSTS ESTIMATES			
LINE ITEM	UNIT COST	QUANTITY	ESTIMATED COST
DEMOLITION	EA	1	\$53,000
MATERIALS	Lot	1	\$254,500
CONSTRUCTION COSTS	EA	1	\$386,500
TOTAL CONSTRUCTION COST			\$694,000
SOFT COSTS			
1	DESIGN FEES		\$90,000
2	SURVEY FEES		N/A
3	SPECIAL INSPECTION		N/A
4	CONSTRUCTION MATERIALS TESTING		N/A
5	PERMIT FEES		\$13,500
6	STAFF CHARGES (CID)		\$37,500
7	TOTAL SOFT COSTS		\$141,000
8	PROJECT CONTINGENCY @ 15%		\$126,000
TOTAL CONSTRUCTION, SOFT COSTS & CONTINGENCY			\$961,000

MEMORANDUM OF UNDERSTANDING

Department of Housing & Economic Sustainability and Department of Engineering & Public Works

Wabasso Drive Bridge Replacement

This Memorandum of Understanding (Memorandum) is entered into on October 1, 2020, by and between Palm Beach County Department of Housing & Economic Sustainability ("HES"), and Palm Beach County Department of Engineering and Public Works ("ENGINEERING") to cooperatively complete the Wabasso Drive Bridge Replacement Project ("Project").

WHEREAS, HES has secured \$795,807 of Federal Community Development Block Grant (CDBG) funds provided by the United States Department of Housing and Urban Development (HUD) for the replacement of the bridge along Wabasso Drive over the LWDD L-2 Canal; and

WHEREAS, ENGINEERING has assumed the responsibilities for the implementation of the Project and HES has allocated up to \$795,807 of these CDBG funds to ENGINEERING for the replacement of the bridge; and

WHEREAS, ENGINEERING shall competitively procure the services of a contractor to perform the work required for the bridge replacement; and

WHEREAS, the work of the contractor requires oversight and coordination to be provided by assigned staff of ENGINEERING; and

WHEREAS, HUD requires that an inter-departmental agreement, provided as this Memorandum, be executed between HES and ENGINEERING, as the department implementing a federally-funded project; and

WHEREAS, HES and ENGINEERING wish to enter into this Memorandum of Understanding in order to establish the terms and conditions for undertaking the Project; and

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

1. HES:

- a. Shall provide ENGINEERING with the Federal requirements applicable to construction contracts as they relate to the use of CDBG funds (including but not limited to, Davis-Bacon and Related Acts (DBRA), requirements established under 2 Code of Federal Regulations (CFR) Part 200, and Executive Order 11246.
- b. Shall provide ENGINEERING with forms to be completed by contractors and subcontractors as they relate to CDBG program regulations, and provide ENGINEERING with report forms to collect information needed by HES to meet its reporting obligations to HUD.
- c. Shall provide up to \$795,807 in CDBG funds to pay for eligible construction costs. Said funds shall be reimbursed to ENGINEERING for eligible expenses via a budget transfer mechanism.
- d. Shall update ENGINEERING with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the herein described project.
- e. Shall monitor the progress of Project implementation and funds expenditure through contact with ENGINEERING and receipt from ENGINEERING of reports and/or copies of all charges made to the Project account.

MEMORANDUM OF UNDERSTANDING WABASSO DRIVE BRIDGE REPLACEMENT

2. ENGINEERING:

- a. Shall assign qualified staff for the oversight and implementation of the Project to assure the timely completion of the Project.
 - b. Shall submit to HES a copy of the construction contract award recommendation, related BCC Agenda Item (where applicable), executed contracts and any executed change orders.
 - c. Shall administer the design, permitting and construction contract 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 warranties for products and equipment.
 - d. Shall provide HES with a copy of all payment requests applied against the Project budget. Copies of all items charged to the Project account shall be forwarded to HES concurrently with submission to PBC Finance Department.
 - e. Shall inspect work in progress being performed by the contractor, and review, approve and process the payment requests made against the construction contract. ENGINEERING shall not release final payment nor the contractually-required retainage accumulated from all payments until it has satisfactorily submitted all necessary project closeout documentation to HES.
 - f. Shall be responsible for Davis-Bacon compliance in accordance with the Federal Requirements, including but not limited to, payroll review through the contractor's utilization of HES's Labor Compliance Reporting System ("LCRS"). ENGINEERING shall require contractors and sub-contractors to utilize the LCRS and insert language requiring the use of LCRS in the bid documents, construction contracts and work orders. On-site interviews of the contractor's laborers and mechanics working at the site will also be required as part of DBRA compliance.
 - g. Shall provide oversight of the construction contractor to assure that the construction work on the Project is implemented according to the scope of the Project, activities determined to be eligible as Public Facilities and Improvements, as defined in 24 CFR 570.201(c) to enable HES to achieve the National Objective of benefiting low and moderate income persons on an area-wide basis, as defined in 24 CFR 570.208(a)(1)(i).
 - h. Shall obtain forms completed by contractors and subcontractors as they relate to CDBG and submit such forms to HES.
 - i. Shall coordinate with HES staff regarding the expeditious completion of the project.
3. ENGINEERING acknowledges that HES shall conduct an Environmental Review for the Project to determine if any adverse environmental impacts resulting from the proposed construction. Should adverse environmental impacts be discovered, applicable mitigation measures must be incorporated into Project implementation.
4. It is understood by ENGINEERING that \$795,807 of CDBG funding is available for the construction of the Project. This amount represents the entire allocation available through this Memorandum. HES is not responsible for any funding or costs beyond the amount stated herein.
5. ENGINEERING shall maintain written records of work performed by its staff, and expenditures incurred in connection with this Memorandum, which records shall be maintained for five (5) years following expiration of this Memorandum.

6. All income earned by ENGINEERING, if any, from activities financed, in whole or in part, by funds provided hereunder must be reported to HES. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Memorandum and as approved by HES. Accounting and disbursement of such income shall comply with 2 CFR Part 200 and regulations pertaining to the Community Development Block Grant Program.

7. ENGINEERING agrees to comply with the applicable uniform administrative requirements as described in the CDBG Regulations 24 CFR 570.502 and 2 CFR 200.

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

9. This Memorandum may be suspended or terminated in accordance with 2 CFR 200.338 if ENGINEERING materially fails to comply with any term hereof, and this Memorandum may be terminated for convenience in accordance with 2 CFR 200.339.

10. Upon expiration of this Memorandum, ENGINEERING shall transfer to HES any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under ENGINEERING's control upon expiration of this Memorandum which was acquired or improved in whole or part with CDBG funds, made available through this Memorandum, in excess of \$25,000 must either be used to meet one of the national objectives in the CDBG Regulations 24 CFR Part 570.508 for a period of five (5) years after expiration of this Memorandum.. **This paragraph shall not be applicable if no real property was acquired or improved with CDBG funds made available through this Memorandum.**

11. This Memorandum shall expire on the last date when ENGINEERING closes out the contract and makes all final payments pursuant to, all contracts funded by HES; when ENGINEERING has satisfactorily submitted all necessary documentation to HES for project closeout; and ENGINEERING has obtained written confirmation from HES of the completion of the Project.

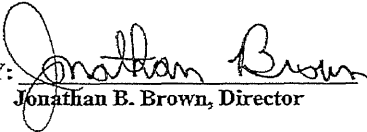
12. Expenditure Requirements:

- \$397,903.5 (50% of the CDBG funds) shall be expended by September 1, 2022; and
- \$795,807 (100% of the CDBG funds) shall be expended by May 31, 2023.

AGREED AS TO TERMS:

**DEPARTMENT OF HOUSING &
ECONOMIC SUSTAINABILITY**

**DEPARTMENT OF ENGINEERING &
PUBLIC WORKS**

BY: 
Jonathan B. Brown, Director

BY: 
Morton L. Rose, P.E.

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MEMORANDUM OF UNDERSTANDING WABASSO DRIVE BRIDGE REPLACEMENT

RESOLUTION R2020- 0926

A RESOLUTION APPROVING THE PALM BEACH COUNTY CONSOLIDATED PLAN FOR FISCAL YEARS 2020-2024; APPROVING THE ACTION PLAN FOR FISCAL YEAR 2020 -2021, AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE STANDARD FORMS 424 AND CERTIFICATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS, AND FUNDING AGREEMENTS, AMENDMENTS THERETO, AND ALL OTHER DOCUMENTS NECESSARY FOR IMPLMEMNTATION OF CONSOLIDATED PLAN, ACTION PLAN, CDBG, HOME, AND ESG ACTIVITIES.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD), through Final Rule 24 CFR Part 91, published on January 5, 1995, consolidated into a single submission the planning and application aspects of the Community Development Block Grant (CDBG), the Emergency Solutions Grant (ESG), and the HOME Investment Partnerships (HOME) Programs; and

WHEREAS, 24 CFR Part 91 requires that Palm Beach County submit a Consolidated Plan no less than every five years; and

WHEREAS, 24 CFR Part 91 requires that Palm Beach County submit an Action Plan each year; and

WHEREAS, 24 CFR Part 91 and the HUD Miami Area Office require that the Consolidated Plan and the Action Plan be duly authorized by the governing body of Palm Beach County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

The Palm Beach County Consolidated Plan for Fiscal Years 2020-2024 is approved; and

The Palm Beach County Action Plan for FY 2020-2021 is approved; and

The County Administrator, or designee, is authorized to execute Standard Forms 424 and Certifications for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs, funding agreements, amendments thereto, and other documents necessary for implementation of Consolidated Plan, Action Plan, CDBG, HOME, and ESG activities.

The foregoing Resolution was offered by Commissioner McKinlay, who moved its adoption. The motion was seconded by Commissioner Weinroth, and being put to a vote, the vote was as follows:

- Commissioner Dave Kerner, Mayor - Aye
- Commissioner Robert S. Weinroth, Vice Mayor - Aye
- Commissioner Hal R. Veleche - Aye
- Commissioner Gregg K. Weiss - Aye
- Commissioner Mary Lou Berger - Aye
- Commissioner Melissa McKinlay - Aye
- Commissioner Mack Bernard - Aye

The Mayor thereupon declared the Resolution duly passed and adopted this 14th day of July, 2020.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ATTEST: SHARON R. BOCK CLERK & COMPTROLLER

By: [Signature]
Assistant County Attorney

By: [Signature]
Deputy Clerk

