

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$1,810,000				
Operating Costs					
External Revenues	(\$1,810,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# 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 9204 Program Code/Period BG177L/GY21 \$655,000
 Fund 1101 Dept 820 Unit 1431 Object 9204 Program Code/Period BG177M/GY21 \$305,000
 Fund 1101 Dept 820 Unit 1431 Object 9184 Program Code/Period BG166F1/GY21 \$850,000

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

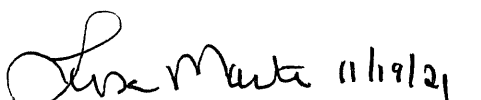
Approval of this agenda item will appropriate budget in Community Development Block Grant funds to reimburse FDO and Parks via interdepartmental transfer for the Belle Glade Intake and Assessment Center project for \$655,000, the Lake Village at the Glades project for \$305,000 and the Glades Pioneer Park project for \$850,000.


C. Departmental Fiscal Review:


 Shairrette Major, Division Director II

III. REVIEW COMMENTS

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


 OFMB MA 11-18-21
 RL 11-18-21
 BK 11/18/21


 Contract Development and Control
 12-1-21

B. Legal Sufficiency:


 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 Economic Sustainability

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 November 12, 2021	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions Non-Gov't Agency	3,873,896	3,873,896	0	1,810,000	2,063,896	565,751	1,498,145
820-1431-9204	Tr to Public Building Fund	2,500,000	2,500,000	960,000	0	3,460,000	0	3,460,000
820-1431-9184	Tr to Parks Improvement Fund	0	0	850,000	0	850,000	0	850,000
TOTAL EXPENDITURES		12,032,256	12,032,256	1,810,000	1,810,000	12,032,256		

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

Signatures
Jonathan Braun
Date
11/17/2021

By Board of County Commissioners
At Meeting of :
December 7, 2021
Deputy Clerk to the
Board of County Commissioners

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

Fund 3804

BGRV 110921*92
BGEX 110921*389

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of mm/dd/yy	REMAINING BALANCE
<u>REVENUES</u>								
411-B732	8015 - Tr Fr HCD Fd 1101	0	0	655,000	0	655,000		
411-B733	8015 - Tr Fr HCD Fd 1101	0	0	305,000	0	305,000		
Total Receipts and Balances		95,791,926	92,717,700	960,000	0	93,677,700		
<u>EXPENDITURES</u>								
411-B732	4907 - Building Improvements Noncap	0	0	655,000	0	655,000		655,000
411-B733	6401 - Machinery & Equipment			215,000		215,000		215,000
411-B733	6505- Design, Engineering & Managements	0	0	90,000	0	90,000		90,000
Total Appropriations & Expenditures		95,791,926	92,717,700	960,000	0	93,677,700		

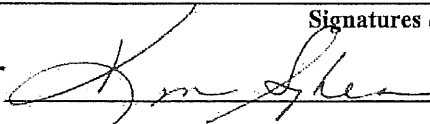
Office of Financial Management & Budget

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

 11/9/2021

By Board of County Commissioners

At Meeting of

12/07/21

Deputy Clerk to the

Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 582 110821*91
BGEX 582 110821*381

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/08/21	REMAINING BALANCE
REVENUES								
3600-582-P907-8015	Transfer From HCD Fd 1101	0	0	850,000		850,000	0	850,000
TOTAL RECEIPTS & BALANCES		<u>13,277,511</u>	<u>12,214,007</u>	<u>850,000</u>		<u>13,064,007</u>		
APPROPRIATIONS								
3600-582-P907-6401	Machinery & Equipment	0	0	750,000		750,000	0	750,000
3600-582-P907-6505	Design, Engineering and Management	0	0	100,000		100,000	0	100,000
TOTAL APPROPRIATIONS & EXPENDITURES		<u>13,277,511</u>	<u>12,214,007</u>	<u>850,000</u>		<u>13,064,007</u>		

Signatures

Date

By Board of County Commissioners

At Meeting of

December 7, 2021

Deputy Clerk to the Court

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Eric Cee 11-8-21

MEMORANDUM OF UNDERSTANDING

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

LAKE VILLAGE AT THE GLADES RECREATION FACILITY AT HOMELESS CENTER

This Memorandum of Understanding (MOU) is entered into on October 1, 2021, by and between Palm Beach County Department of Housing & Economic Development (DHED) and Palm Beach County Facilities Development and Operations Department (FDO), to cooperatively complete the recreation facility at the Lake Village at the Glades Shelter (the "Project") located at 1749 E. Main Street, Pahokee FL 33476.

WHEREAS, DHED has secured Federal Community Development Block Grant (CDBG) funds for FY 2021/2022 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 installation of outdoor recreation and shade amenities, typical of other facilities for family clientele; and

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

WHEREAS, DHED has determined that the Project will meet the CDBG National Objective requirement per 24 CFR 570.208(a)(2) – Limited Clientele Activities; and

WHEREAS, DHED has made \$305,000 of these CDBG funds available for expenses related to the Project's design and construction activities whose Construction Cost Estimate and Project Budget are attached hereto as Exhibit "A"; and

WHEREAS, FDO shall be responsible for the procurement of the Design Professional (Consultant), if necessary, 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 DHED and FDO, as the Departments implementing a federally-funded project; and

WHEREAS, DHED 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. DHED Considerations:

- 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 DHED 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 DHED Agenda Item transferring the project funding to a FDO maintained account.

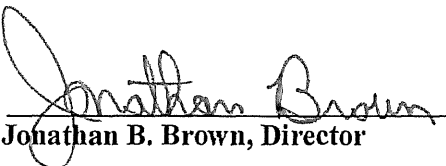
2. FDO Considerations:

- a. Shall competitively procure the Consultant to provide design services required for the Project, if necessary.
- 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 DHED to meet its reporting obligations to HUD.
- d. Shall transmit to DHED/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 DHED.
- e. Shall transmit to DHED/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 DHED 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 DHED has provided written authorization to release the final payment to the contractor.
- h. Shall provide DHED, 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.

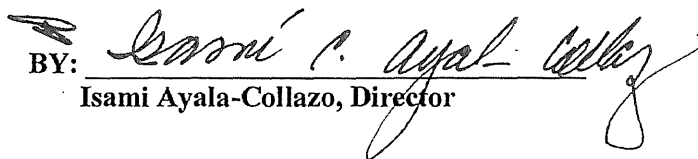
- i. Shall be responsible for Davis-Bacon compliance in accordance with the Federal Requirements, including but not limited to, payroll review through the contractor's utilization of DHED's Labor Compliance Reporting System ("LCRS"). FDO shall require contractors and sub-contractors to utilize the LCRS 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 DHED 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 \$305,000 of CDBG funding is available for the design and construction of the Project. This amount represents the entire allocation available via this MOU. DHED 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 \$152,500 of the Project allocation shall be expended no later than **July 15, 2022**.
 - 100% of the Project allocation shall be expended or the project shall be complete with all invoices paid, no later than **January 31, 2023**.
- The above expenditure deadlines have been established to ensure County compliance with HUD requirements. Extensions to the deadlines may be granted by DHED at its sole discretion and may be denied if the HUD expenditure deadlines will not be met. The DHED Director or his designee shall provide written authorization of any adjustments and/or extensions granted by DHED.
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 DHED, 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 DHED's environmental responsibilities described at 24 CFR Part 570.604; and (ii) FDO does not assume DHED'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 DHED 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 DHED for project closeout and has received reimbursement for the Project.

AGREED AS TO TERMS:

DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

BY: 
Jonathan B. Brown, Director

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

BY: 
Isami Ayala-Collazo, Director

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MEMORANDUM OF UNDERSTANDING

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

BELLE GLADE INTAKE AND ASSESSMENT CENTER IMPROVEMENTS

This Memorandum of Understanding (MOU) is entered into on October 1, 2021, by and between Palm Beach County Department of Housing & Economic Development (DHED) and Palm Beach County Facilities Development and Operations Department (FDO), to cooperatively complete the improvements to the Belle Glade Intake and Assessment Center (the "Project") located at 341 NW 11th Street, Belle Glade FL 33430.

WHEREAS, DHED has secured Federal Community Development Block Grant (CDBG) funds for FY 2021/2022 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 interior and exterior building systems and hurricane hardening of facility; and

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

WHEREAS, DHED has determined that the Project will meet the CDBG National Objective requirement per 24 CFR 570.208(a)(2) – Limited Clientele Activities; and

WHEREAS, DHED has made \$655,000 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 DHED and FDO, as the Departments implementing a federally-funded project; and

WHEREAS, DHED 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:

I. DHED:

- 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 DHED 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 DHED Agenda Item transferring the project funding to a FDO maintained account.

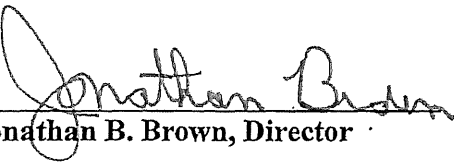
2. FDO:

- 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 DHED to meet its reporting obligations to HUD.
- d. Shall transmit to DHED/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 DHED.
- e. Shall transmit to DHED/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 DHED 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 DHED has provided written authorization to release the final payment to the contractor.
- h. Shall provide DHED, 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.

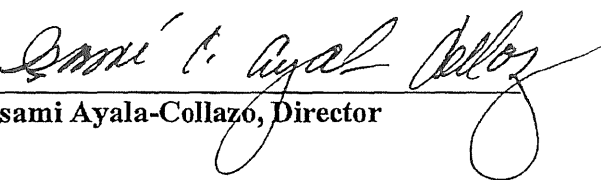
- i. Shall be responsible for Davis-Bacon compliance in accordance with the Federal Requirements, including but not limited to, payroll review through the contractor's utilization of DHED's Labor Compliance Reporting System ("LCRS"). FDO shall require contractors and sub-contractors to utilize the LCRS 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 DHED 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 \$655,000 of CDBG funding is available for the design and construction of the Project. This amount represents the entire allocation available via this MOU. DHED 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 \$327,500 of the Project allocation shall be expended no later than **July 15, 2022**.
 - 100% of the Project allocation shall be expended or the project shall be complete with all invoices paid, no later than **March, 2023**.
- The above expenditure deadlines have been established to ensure County compliance with HUD requirements. Extensions to the deadlines may be granted by DHED at its sole discretion and may be denied if the HUD expenditure deadlines will not be met. The DHED Director or his designee shall provide written authorization of any adjustments and/or extensions granted by DHED.
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 DHED, 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 DHED's environmental responsibilities described at 24 CFR Part 570.604; and (ii) FDO does not assume DHED'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 DHED 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 DHED for project closeout.

AGREED AS TO TERMS:

DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

BY: 
Jonathan B. Brown, Director

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

BY: 
Isami Ayala-Collazo, Director

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EXHIBIT "A"

ITEMIZED PROJECT BUDGET			
PROJECT NAME: Belle Glade Intake and Assessment Center Improvements			
PROJECT NO.: TBD		ISSUE DATE: 3/19/2021	
CONSTRUCTION COST ESTIMATE AND FUNDING APPROACH			
CONSTRUCTION COSTS			
	LINE ITEM	ESTIMATED COST	PROPOSED FUNDING SOURCE
	Demolition	\$ 8,000	CDBG
	Gutters/Downspouts	\$ 13,000	CDBG
	HVAC	\$ 40,000	CDBG
	Electrical	\$ 9,000	CDBG
	Interior Reconfigurations/Finishes	\$ 260,000	CDBG
	Accordion Hurricane Shutters	\$ 20,000	CDBG
	Exterior Paint	\$ 15,000	CDBG
	Landscaping and Irrigation	\$ 12,000	CDBG
	Restriping	\$ 6,000	CDBG
	TOTAL CONSTRUCTION COST	\$ 383,000	CDBG
SOFT COSTS			
1	DESIGN FEES	\$ 37,000	CDBG
4	PERMIT FEES	\$ 5,700	CDBG
5	CONTRACT DOCS/PRINTING/SUPPLIES/MISC.	\$ 1,000	CDBG
	GENERAL CONDITIONS	\$ 90,000	CDBG
6	STAFF CHARGES	\$ 28,000	CDBG
7	CONTRACTOR FEES	\$ 72,000	CDBG
8	TOTAL SOFT COSTS	\$ 233,700	CDBG
9	PROJECT CONTINGENCY @ 10%	\$ 38,300	CDBG
	TOTAL CONSTRUCTION, SOFT COSTS & CONTINGENCY*	\$ 655,000	CDBG

EXHIBIT "A"

PROJECT BUDGET			
PROJECT NAME:		Belle Glade Intake and Assessment Center Improvements	
PROJECT NO.:		N/A	ISSUE DATE: 3/19/2021
CONSTRUCTION COSTS			
LINE ITEM	UNIT COST	QUANTITY	ESTIMATED COST
CONSTRUCTION COSTS	\$383,000.00 est.	1	\$ 383,000
TOTAL CONSTRUCTION COST			\$ 383,000
SOFT COSTS			
1	DESIGN FEES		\$ 37,000
2	GEOTECHNICAL FEES		N/A
3	SURVEY FEES		N/A
4	SPECIAL INSPECTION		N/A
5	CONSTRUCTION MATERIALS TESTING		N/A
6	PERMIT FEES		\$ 5,700
7	GENERAL CONDITIONS		\$ 90,000
8	TELEPHONE SYSTEM		N/A
9	BID ADVERTISING/PRINTING/MISC.		\$ 1,000
10	FF&E		N/A
11	BUILDER'S INSURANCE, BONDS AND FEES		\$ 72,000
12	STAFF CHARGES		
12a	CID		\$ 26,000
12b	ESS		\$ 2,000
12c	SPACE & INTERIOR PLANNER		N/A
12d	ART IN PUBLIC PLACES		N/A
13	TOTAL SOFT COSTS		\$ 233,700
14	PROJECT CONTINGENCY (OWNER'S)	10%	\$ 38,300
TOTAL CONSTRUCTION, SOFT COSTS & CONTINGENCY			\$ 655,000

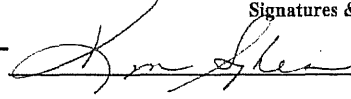
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Fund 3804

BGRV 110921*92
BGEX 110921*389

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of mm/dd/yy	REMAINING BALANCE
REVENUES								
411-B732	8015 - Tr Fr HCD Fd 1101	0	0	655,000	0	655,000		
411-B733	8015 - Tr Fr HCD Fd 1101	0	0	305,000	0	305,000		
Total Receipts and Balances		95,791,926	92,717,700	960,000	0	93,677,700		
EXPENDITURES								
411-B732	4907 - Building Improvements Noncap	0	0	655,000	0	655,000		655,000
411-B733	6401 - Machinery & Equipment			215,000		215,000		215,000
411-B733	6505- Design, Engineering & Managments	0	0	90,000	0	90,000		90,000
Total Appropriations & Expenditures		95,791,926	92,717,700	960,000	0	93,677,700		

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

Signatures & Dates
 11/9/2021

By Board of County Commissioners
At Meeting of
12/07/21
Deputy Clerk to the
Board of County Commissioners

MEMORANDA OF UNDERSTANDING

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

GLADES PIONEER PARK

PLAYGROUND EQUIPMENT AND SHADE STRUCTURE

This Memorandum of Understanding (MOU), with an effective date of October 1, 2021, by and between Palm Beach County Department of Housing and Economic Development (DHED), 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") at

WHEREAS, DHED has secured Federal Community Development Block Grant (CDBG) funds for FY 2021/2022 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 installation of new playground with recreation equipment, shade structure and surrounding amenities to complement the "Orange Bowl Facility", at Glades Pioneer Park; and

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

WHEREAS, DHED has determined that the Project will meet the CDBG National Objective requirement per 24 CFR 570.208(a)(2) – Limited Clientele Activities; and

WHEREAS, DHED has made **\$850,000** 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), if necessary, 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 DHED, Parks and FDO, as the Departments implementing a federally-funded project; and

WHEREAS, DHED, 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. DHED Considerations:

- 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 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 DHED 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 Parks, and through the receipt from FDO and Parks of reports and copies of contractor payment requests.
- f. Shall provide the funding referenced herein as follows: Parks will process a Budget Transfer form to accompany a DHED Agenda Item transferring the project funding to a Parks maintained account.

2. FDO Considerations:

- a. Shall competitively procure the Consultant to provide design services required for the Project, if necessary.
- 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 DHED to meet its reporting obligations to HUD.
- d. Shall transmit to DHED/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 DHED.
- e. Shall transmit to DHED/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 DHED 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 DHED has provided written authorization to release the final payment to the contractor.
- h. Shall provide DHED, 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 DHED'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. Parks Considerations:

- 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 the park location.

4. Parks and FDO Considerations:

- a. Shall coordinate construction administration responsibilities for the installation of the improvements and processing of payment requests from the contractor.

5. **Parks and FDO** acknowledge that DHED 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.

6. It is understood by all parties that **\$850,000** of CDBG funding is available for the design and construction of the Glades Pioneer Park Project. This amount represents the entire allocation available via this MOU. DHED 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% (**\$425,000**) of the Project allocation shall be expended no later than **July 15, 2022**.
- 100% of the Project allocation shall be expended or the project shall be complete with all invoices paid, no later than **March 31, 2023**.

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

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 200, and all recommended results from Environmental Review(s) that are provided to Parks by DHED, in accordance with 24 CFR Part 58.

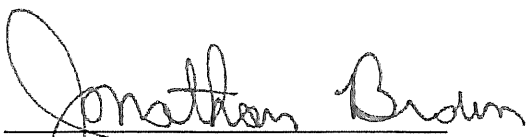
10. **Parks and FDO** shall carry out the activities in this MOU in compliance with all Federal laws and regulations at Subpart K of 24 CFR Part 570, except that: (i) FDO does not assume DHED's environmental responsibilities described at 24 CFR Part 570.604; and (ii) FDO does not assume DHED's responsibility 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 DHED 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 DHED for project closeout and have received reimbursement for the Project.

AGREED AS TO TERMS:

DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

BY: 
Jonathan B. Brown, Director

PARKS & RECREATION DEPARTMENT

BY: 
Eric Call, Director

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

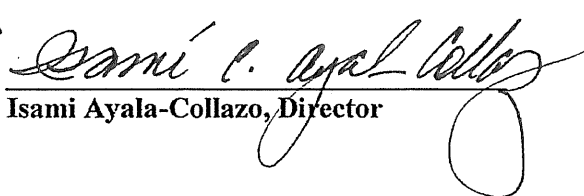
BY: 
Isami Ayala-Collazo, Director

EXHIBIT "A"

PROJECT BUDGET

Equipment, installation and surfacing (Estimate)	\$625,000
Construction Management Fees	\$100,000
Contingency 20%	\$125,000
Total	\$850,000



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 Email: sales@repservices.com

CGC1508223

Page 1 of 3

Please mail POs, contracts and checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Palm Beach County 2700 6th Avenue South Lake Worth, FL 33461	Ship To: TBD at a later date	Bill To: Palm Beach County 50 S. Military Trall, Suite 110 West Palm Beach, FL 33415-3199
Attn: Casey Prancun	Attn:	Attn: Accounts Payable
Project No: 17390	Project Name: PBC-Glades Pioneer Park	Project Contact: Casey Prancun
Proposal No: 17390.04	Proposal Name: Glades Pioneer Park	Project Location: 866 S.R. 715 Belle Glade, FL 33430
Proposal Date: 3/25/2021	Proposal Expires: 4/24/2021	Project County: Palm Beach
For Questions Contact: Jacqui Rohrborn ☎ 407-853-3560 ✉ jacqui@repservices.com	Sales Consultant: Paul Bravo ☎ 561-448-0369 ✉ paul@repservices.com	Opt/Rev: A/3 Printed: 3/25/21 - JR

Vendor: Landscape Structures **Proj Drawings:** 1145196-01-02 **577432**

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Play Area 2-5						
Custom	CP003453	1 EA	DIGIFUSE FOOTBALL SIT-IN SPRING RIDER DB Digifuse slides attached to permalene	1,645.00	1,645.00	1,645.00
Ages 2-5 Yrs	SP205160A-001	1 EA	Cube DB	14,525.00	14,525.00	14,525.00
Signs	IP182503A-001	1 EA	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	0.00	0.00	0.00
Play Area 2-5 Total:						\$16,170.00

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Play Area 5-12						
Custom	CP017050	1 EA	GLOBAL MOTION WITH CENTER BAND OF DIGIFUSE DB Football player Artwork by LSI	36,110.00	36,110.00	36,110.00
	CP017051	2 EA	DIGIFUSE FOOTBALL DOWN MARKER clamps to 5" dia post approximately 90" tall x 18" wide with framing.	4,850.00	4,850.00	9,700.00
	CP017052	1 EA	SUPER NETPLEX 12' & 12'TOWERS W DIGIFUSE PERF PANELS DB football yard line artwork by LSI	178,930.00	178,930.00	178,930.00
Kids In Motion	IP164075B-001	1 EA	Double Bobble Rider DB	2,005.00	2,005.00	2,005.00
Signs	IP182503C-001	1 EA	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	0.00	0.00	0.00
Swings	IP174018A-001	2 EA	Belt Seat ProGuard Chains for 8' Beam Height	125.00	125.00	250.00
	IP176038A-001	2 EA	Full Bucket Seat ProGuard Chains for 8' Beam Height	340.00	340.00	680.00
	IP177351A-001	1 EA	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	830.00	830.00	830.00
	IP218671C-001	1 EA	Molded Bucket Seat (2-5 yrs) w/Harness ProGuard Chains for 8' Beam Height	830.00	830.00	830.00
	IP221292A-001	1 EA	5" Arch Swing Frame 8' Beam Height Only	2,780.00	2,780.00	2,780.00
	IP221293A-001	2 EA	5" Arch Swing Frame Additional Bay 8' Beam Height Only	1,695.00	1,695.00	3,390.00
Play Area 5-12 Total:						\$235,505.00

Product Subtotal:	\$251,675.00
Signed & Sealed Engineering:	\$4,000.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 13,805 lbs Freight Charge:	\$12,220.00
Landscape Structures Total:	\$267,895.00

Vendor: LSI SkyWays **Proj Drawings:** 1145196-01-02 **577433**

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Shade	CP001490	3 EA	Rapid Release - Shade Sails (1 required per top)	1,360.00	1,360.00	4,080.00
	CP021565	1 EA	SKYWAYS HYPAR SAIL, 4 Columns + 1 FR Rated HDPE Top - 13'-21' Entry - Approx. 1,065 Sq Ft Includes: CP001097 Steel Anchor Bolt/Base Plate Template	24,950.00	24,950.00	24,950.00
	CP021566	1 EA	SKYWAYS JOINED HYPAR SAILS, 6 Columns + 2 FR Rated HDPE Tops - 9'-21' Entry - Approx. 2,150 Sq Ft Includes: CP001097 Steel Anchor Bolt/Base Plate Template	41,720.00	41,720.00	41,720.00

Product Subtotal:	\$70,750.00
Signed & Sealed Engineering:	\$3,620.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:	\$3,224.00
LSI SkyWays Total:	\$77,594.00

Vendor: DuMor Proj Drawings: DUM 577435

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Benches	88 SERIES ARMREST	12 EA	Optional End/Center Armrest For Bench Series 88	82.00	82.00	984.00
	88-60PL	6 EA	6' Bench, Recycled Plastic	803.00	803.00	4,818.00

Product Subtotal:	\$5,802.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,650 lbs Freight Charge:	\$812.50
DuMor Total:	\$6,614.50

Vendor: Foreverlawn Palm Beach Proj Drawings: 1145196-01-02 577436

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Surfacing	PGG-EXTREME	1 EA	Foreverlawn Playground Grass Extreme at 7,260 sf	98,549.89	98,549.89	98,549.89

Product Subtotal:	\$98,549.89
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:	\$3,303.30
Foreverlawn Palm Beach Total:	\$101,853.19

Installation By RSI Installer: The scope includes the following, as required: 577437

Item	Qty	Description
PERMIT FILING	1 EA	Charge for document preparation for building permit. NOTE: Permit Fees charged by the building department will be prepaid and invoiced separately and will require a change order to your Purchase Order or Contract.
PERMIT FEE	1 EA	Estimated Permit fees charged by the Building Department for the building permit and by the Clerk of the Circuit Court for the Notice of Commencement have been prepaid.
STORAGE	1 EA	Storage Container for (1) month during installation
TRASH REMOVAL	1 LT	Trash removal from jobsite
SITE WORK	6,829 SF	Preparing site for equipment and safety surfacing.
INS-DUM	1 LT	Equipment Installation - DuMor Benches
INS-CON FT	4 EA	Install concrete footing(s) for Skyways Joined Hypar with 4 Posts.
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Joined Hypar with 4 Posts
INS-CON FT	6 EA	Install concrete footing(s) Skyways Joined Hypar with 6 Posts
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Joined Hypar with 6 Posts
INS-LSI	1 LT	Equipment Installation - Landscape Structures design 1145196-01-02
INS-CON CURB	350 LF	Installation of concrete curbing w/rebar (6"x6")

RSI Installer Total:	\$170,948.67
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General Terms of Sale and Proposal Summary

Net 30	Product:	\$434,396.89
	Installation:	\$170,948.67
	Freight:	\$19,559.80
	Proposal Total:	\$624,905.36

Notes

Pricing per Palm Beach County Board of Commissioners Term Contract #16006.

Basis of Proposal: Pricing valid through current year 2021

- Bond can be provided by request. Bond rate is 2% of total project value.

Our proposal is based upon discussions for design changes.

Please note the vendor requirements itemized below.

(This schedule starts when all needed information to direct engineering has been gathered.)

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

5 Weeks: Engineering
4 Weeks+/- Permitting, finishes, etc.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Agenda Item #: **6C-1**

RW/MS 5-0
MCB/MM abs
R-2021-0948

Meeting Date: July 13, 2021 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution approving the Palm Beach County Action Plan for Fiscal Year 2021-2022; 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 other documents necessary for implementation of CDBG, HOME, and ESG activities.

Summary: The Department of Housing and Economic Development (HED) requests that the Board of County Commissioners (BCC) adopt the attached resolution approving the FY 2021-2022 Action Plan (AP) and authorizing the County Administrator, or designee to sign Standard Forms 424 and Certifications, funding agreements, amendments, and other documents needed to implement the CDBG, HOME and ESG Programs. Palm Beach County is eligible to receive the following FY 2021-2022 entitlement grants from the U.S. Department of Housing and Urban Development (HUD): CDBG - \$6,872,842, plus program income of \$20,000; HOME - \$2,419,225; and ESG - \$570,536. The AP funding recommendations reflect BCC directions on funding strategies for the CDBG, HOME, and ESG Programs provided at the April 27, 2021 Workshop (Item 5C). The AP also incorporates ESG funding recommendations made by the Homeless and Housing Alliance (HHA) Non-Conflict Grant Review Committee which met on April 26, 2021 and recommended ESG funding for six (6) activities. Any revisions directed by the Board today will be incorporated into the Action Plan before submittal to HUD by the August 16, 2021 deadline. **The ESG required local match (\$570,536) will be provided by the four (4) ESG-funded agencies, the Department of Community Services, and HED. The HOME required local match (\$514,086) will be provided from the State Housing Initiatives Partnership Program. CDBG funds require no local match.** This Agenda Item will approve a total of \$9,882,603 in federal funding. Countywide (HJF)

Background and Justification: 24 CFR Part 91 requires that the County administer CDBG, HOME and ESG Programs in a single program year via the AP and submission to HUD no later than August 16th of each year. Failure to meet the deadline will result in loss of all funds for the upcoming year. HED prepared the AP in compliance with HUD regulations at 24 CFR Part 91. A summary of the draft AP and notice of this meeting were published on June 13, 2021 and posted on the HED website, with direct notification provided to all known interested parties. A public meeting to obtain citizen input on the AP was held on June 21, 2021, and offered the opportunity for in-person or remote participation. A summary of the citizen participation process and public comments is provided. Approval of the AP for Fiscal Year 2021-2022 will complete the consolidated planning process.

Attachment(s):

- 1 Resolution
- 2 Standard Forms 424 for CDBG, ESG, and HOME Programs
- 3 Certifications
- 4 CDBG Allocations
- 5 HOME Allocations
- 6 ESG Allocations
- 7 Summary of Citizen Participation Process and Public Comments
- 8 Palm Beach County Action Plan for Fiscal Year 2021-2022

Recommended By: _____

Jonathan Brown
Department Director

6/14/2021

Date

Approved By: _____

Donna M. Miller
Assistant County Administrator

6/25/2021

Date

ATTACHMENT 6

RESOLUTION R2021- 0948

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE PALM BEACH COUNTY ACTION PLAN FOR FISCAL YEAR 2021-2022, 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 OTHER DOCUMENTS NECESSARY FOR IMPLEMENTATION OF 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), HOME Investment Partnerships (HOME), and the Emergency Solutions Grant (ESG) Programs; 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 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 Action Plan for FY 2021-2022 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 the Consolidated Plan, Action Plan, CDBG, HOME, and ESG activities.

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

Commissioner Dave Kerner, Mayor	- <u>Aye</u>
Commissioner Robert S. Weinroth, Vice Mayor	- <u>Aye</u>
Commissioner Maria G. Marino	- <u>Aye</u>
Commissioner Gregg K. Weiss	- <u>Aye</u>
Commissioner Maria Sachs	- <u>Aye</u>
Commissioner Melissa McKinlay	- <u>Absent</u>
Commissioner Mack Bernard	- <u>Absent</u>

The Mayor thereupon declared the Resolution duly passed and adopted this 13th day of July, 2021.

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

APPROVED AS TO LEGAL SUFFICIENCY

ATTEST: JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: [Signature]
Chief Assistant County Attorney

By: [Signature]
Deputy Clerk

