

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Grant Expenditures	\$860,000				
Operating Costs					
External Revenues	(\$860,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

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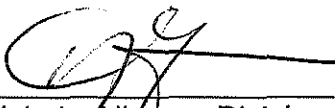
Is Item Included In Proposed Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Budget Account No.:

Fund 1101 Dept. 143 Unit 1431 Object 8101 Program Code/Period GY 22/23 BG166F3

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

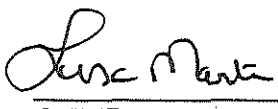
C. Departmental Fiscal Review:



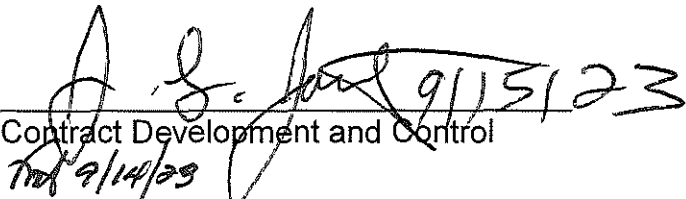
 Valerie Alleyne, Division Director II
 Finance and Administrative Services, DHED

III. REVIEW COMMENTS

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



 Lusc Mente 9/14/2023
 OFMB MG 9/13



 Contract Development and Control
 Trd 9/14/23

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

_____ Department Director

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

24-0002

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

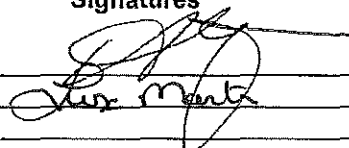
Page 1 of 1
BGEX-083123-1766

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 08/31/23	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions-Non-Govts Agencies	5,473,316	5,473,316	0	860,000	4,613,316	0	4,613,316
820-1431-9184	Transfer to Park Imprv Fd 3600	0	0	860,000	0	860,000	0	860,000
TOTAL EXPENDITURES		12,791,704	12,791,704	860,000	860,000	12,791,704		12,791,704

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

Signatures


Date
9/7/2023
9/14/2023

By Board of County Commissioners
At Meeting of :
September 19, 2023
Deputy Clerk to the
Board of County Commissioners

24-0003

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

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BGRV 582 083123*570
BGEX 582 083123*1763


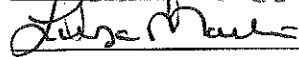
FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/31/23	REMAINING BALANCE
REVENUES								
3600-582-P946-8015	Transfer from HED Fund 1101	0	0	860,000	0	860,000	0	860,000
TOTAL RECEIPTS & BALANCES		41,232,441	41,232,441	860,000	0	42,092,441		
EXPENDITURES								
3600-582-P946-6504	Improvements Other than Buildings - (IOTB)	0	0	860,000	0	860,000	0	860,000
TOTAL APPROPRIATIONS & EXPENDITURES		41,232,441	41,232,441	860,000	0	42,092,441		

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	9/13/23
	9/14/2023

By Board of County Commissioners
At Meeting of
September 19, 2023
Deputy Clerk to the
Board of County Commissioners

MEMORANDUM OF UNDERSTANDING

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

GLADES PIONEER PARK ORANGE BOWL FACILITY
PHASE III SHADE STRUCTURE AND AMENITIES

This Memorandum of Understanding (MOU), with an effective date of **October 1, 2023**, 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") located at 866 S.R. 715, Belle Glade, FL 33430.

WHEREAS, DHED has secured Federal Community Development Block Grant (CDBG) funds for FY 2023-2024 through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, DHED has made **\$860,000** of CDBG funds available for FY2023-2024 attached hereto as Exhibit "A" towards improvements at the Orange Bowl Facility Phase III; and

WHEREAS, the proposed Project scope for completion of the remaining Phase III amenities shall include but not be limited to, construction related expenses for seating with shade structure, pavilion, asphalt parking and sidewalks, brick paver plaza, planters, landscaping, irrigation and surrounding features to complement the "Orange Bowl Facility", at Glades Pioneer Park, located at 866 S.R. 715, Belle Glade, FL 33430; 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, FDO shall be responsible for the procurement of the Contractor, through 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 184 Build America, Buy America and Part 200 Uniform Administrative Standards, and Executive Order 11246).
- b. Shall provide FDO with the language and requirements of DHED's Labor Compliance Reporting System ("LCRS"), to be utilized by the contractors for payroll review. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s). 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.
- c. Shall provide FDO and Parks with forms to be completed by contractors and subcontractors as they relate to CDBG program regulations, and provide FDO with report forms to collect information needed by DHED to meet its reporting obligations to HUD.
- d. 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
- e. 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.
- f. 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.
- g. 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.
- h. Shall provide FDO with a list of all necessary close-out documentation to be submitted to DHED upon project completion and no later than **January 31, 2026**.

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 federally procured construction management firm (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 and a copy of the schedule of values for the Project.
- 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 from engineer and or consultant that confirms the Project has met the specifications of the design and provides the date of completion of construction.
- i. Shall provide all necessary documentation to meet project close-out requirements and HUD reporting per the close-out list provided by DHED.
- j. 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 the total CDBG Project funds in the amount of \$860,000 under FY2023-2024, shall be utilized for completion of the Phase III amenities at the Glades Pioneer Park, Orange Bowl Project. **The CDBG allocation of \$860,000 for FY2023-2024 is available via this MOU and DHED is not responsible for any funding or costs beyond the amount stated herein.**

7. EXPENDITURE AND CLOSE-OUT REQUIREMENTS ARE AS FOLLOWS:

- At least **50%** (\$430,000) of the CDBG Funds shall be expended no later than **December 31, 2024.**
- **100%** of the remaining CDBG funds (\$430,000) shall be expended or the project shall be complete with all invoices paid, no later than **December 31, 2025.**
- **All Close-out documents shall be submitted to DHED no later than January 31, 2026.**

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, Build America, Buy America 24 CFR 184 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. Parks and FDO shall submit to DHED all necessary documentation to meet project close-out requirements and HUD reporting per the close-out list provided by DHED.

12. **DEFINITIONS**

(A) "County" means Palm Beach County.

(B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.

(C) "DHED" means Palm Beach County Department of Housing & Economic Development.

(D) "FDO" means Palm Beach County Facilities Development and Operations Department.

(E) "Parks" means Palm Beach County Parks and Recreation Department.

(F) "DHED Approval" means the written approval of the DHED Director or his designee.

(G) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

(H) "Low and Moderate Income Persons" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by U.S. HUD.

13. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

FDO shall implement the herein described **Phase III of the Orange Bowl Amenities and Improvements, within Glades Pioneer Park, located at 866 S.R. 715, Belle Glade, FL 33430**, which activities have been determined to be **Public Facilities and Improvements, under 24 Code of Federal Regulations (CFR) 570.201(c)**. The Parties acknowledge that the eligible activities carried out under this MOU will meet a **CDBG Program National Objective by benefitting Low and Moderate Income Persons on an Area-wide Basis**, as described in this MOU and as defined in 24 CFR 570.208(a)(1)(i).

14. **BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this MOU must be Low and Moderate Income Persons or persons presumed to be low and moderate income. All beneficiaries of this MOU must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this MOU must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The project funded under this MOU shall assist beneficiaries as defined above for the time-period designated in this MOU. Upon request from DHED, Parks and FDO shall provide written verification of compliance. FDO shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file.

15. This MOU may be suspended or terminated in accordance with 2 CFR Part 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 Part 200.339.

16. 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.

17. **GENERAL COMPLIANCE**

(A) Parks and FDO shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) Parks and FDO do not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) Parks and FDO do not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. All Parties also agree to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this MOU. All parties further agree to utilize funds available under this MOU to supplement rather than supplant funds otherwise available.

(B) Parks and FDO acknowledge that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

- a. all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- b. All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

EXHIBIT “A”

PROJECT BUDGET

GLADES PIONEER PARK – ORANGE BOWL PROJECT BUDGET	
PROJECT AMENITIES	COST
Estimated Construction cost of Asphalt Parking and Sidewalks	\$243,593
Estimated Construction cost of Brick Paver Plaza	\$362,513
Estimated Construction Cost of Pavilion	\$454,421
Construction Contingency 30% (Includes Pre-construction Services)	\$318,158
TOTAL ESTIMATED PROJECT COST	\$1,378,685
CDBG Allocation for FY2023-2024	\$860,000

1) ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Parks, FDO and its contractors/subcontractors shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

Parks and FDO shall keep an original of this MOU, including its Exhibits, Schedules and all Amendments thereto, on file at respective offices.

2) REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS):

As part of the County's commitment to assist Parks, FDO and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. FDO and its contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Parks, County Departments and or developers.

3) USER RESPONSIBILITIES

- a) FDO, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
- b) FDO, and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
- c) FDO shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the FDO's Bid and Construction documents.
- d) FDO shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the FDO's Bid and Construction documents.

4) DISCLAIMER OF WARRANTIES FOR LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- a) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- b) The service will meet FDO or contractor requirements or expectations.
- c) Any stored data will be accurate or reliable.
- d) The quality of any products, services, information or other material purchased or obtained by FDO or its contractors through the service will meet FDO's or contractors requirements or expectations.

