

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	\$254,000				
External Revenues	(\$254,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

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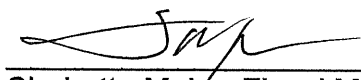
Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Budget Account No.:

Fund 1101 Dept 820 Unit 1431 Object 9204 Program Code/Period BG177F/GY17

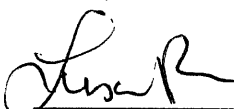
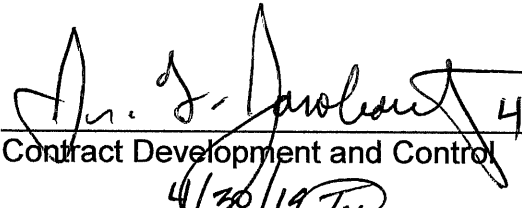
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this agenda item will appropriate budget in Community Development Block Grant funds to reimburse FDO via interdepartmental transfer for the Lewis Center renovation project for \$254,000.

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

III. REVIEW COMMENTS

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

 4/25/19
 OFMB 4/25/19
 4/30/19
 Contract Development and Control 4/30/19 TW

B. Legal Sufficiency:

 5/1/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

FUND 1101 - Housing and Community Development

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

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED April 22, 2019	REMAINING BALANCE
<u>EXPENDITURES</u>								
143-1431-8201	Contributions -Non Government Agency	6,210,320	3,792,739	0	254,000	3,538,739	680,129	2,858,610
820-1431-9204	Transfer to Public Bldg Impr Fund 3804	0	0	254,000		254,000		254,000
<u>TOTAL EXPENDITURES</u>				254,000	254,000			

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

Signatures	Date
<u>Jonathan Brown</u>	<u>4/23/19</u>
_____	_____
_____	_____

By Board of County Commissioners
 At Meeting of :
 May 7, 2019

 Deputy Clerk to the
 Board of County Commissioners

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

Fund

BGRV - 410*041519*468
BGEX - 410 041519*1266

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/B669	8015 - Tr Fr HCD Fd 1101	0	0	254,000	0	254,000		
		0	0	0	0	0		
Total Receipts and Balances		0	0	254,000	0	254,000		
<u>EXPENDITURES</u>								
411/B669	4907 - Building Improvements Noncap	0	0	254,000	0	254,000		254,000
		0	0	0	0	0		0
Total Appropriations & Expenditures		0	0	254,000	0	254,000		

Signatures & Dates

By Board of County Commissioners
At Meeting of

Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

[Handwritten Signature] 4/19/19

7-May-19

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the

Board of County Commissioners

MEMORANDUM OF UNDERSTANDING

SENATOR PHILIP D. LEWIS CENTER RENOVATION PROJECT

This Memorandum of Understanding (Memorandum) is entered into on **August 22, 2018**, 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 certain interior renovations to the Senator Philip D. Lewis Center located at 1000 45th Street in West Palm Beach ("Project").

WHEREAS, Palm Beach County has secured \$254,000 in Federal Community Development Block Grant (CDBG) funds provided by the United States Department of Housing and Urban Development (HUD) for the Project; and

WHEREAS, HES has been tasked with project implementation and FDO has assumed the responsibilities for the design and construction of the Project; and

WHEREAS, HES has made available \$254,000 in CDBG funds to FDO for design and construction of the Project; and

WHEREAS, the Project requires a design consultant/engineer and a contractor to implement the Project; and

WHEREAS, FDO shall utilize the services of an architectural firm under a Consultant Services Authorization, as approved by the Board of County Commissioners on June 19, 2018 via R2018-0905, to be responsible for the Project's design, bid documents and construction administration; and

WHEREAS, FDO shall procure the services of a contractor for the renovations in compliance with 2 CFR 200; and

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

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

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 applicable to consultant and construction contracts as they relate to the use of CDBG funds (including but not limited to, Davis-Bacon and Related Acts (DBRA), bonding requirements established under 2 CFR 200 and Executive Order 11246).
- b. Shall provide FDO with forms to be completed by consultants, contractors and subcontractors as they relate to CDBG program regulations, and provide FDO with report forms to collect information needed by HES to meet its reporting obligations to HUD.
- c. Shall provide up to \$254,000 of CDBG funds to pay for design, construction and FDO staff expenses related to the Project.

MEMORANDUM OF UNDERSTANDING - PHILIP D. LEWIS CENTER
RENOVATION PROJECT

ATTACHMENT 3

- d. Shall utilize a budget transfer mechanism to reimburse FDO for eligible project costs.
- e. Shall update FDO with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the herein described Project.
- f. Shall monitor the progress of Project implementation and funding expenditures through contact with FDO and receipt from FDO of reports and/or copies of all charges made to the Project account.

2. FDO:

- a. Shall assign qualified staff to the oversight and implementation of the Project to assure the timely completion of the Project.
- b. Shall utilize a design consultant and a general contractor to effectively implement the Project.
- c. Shall submit to HES a copy of the design and procurement documents, contract award recommendation, executed contracts and executed change orders.
- d. Shall coordinate all required asbestos survey work. A copy of all asbestos survey reports shall be submitted to HES.
- e. 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.
- f. Shall provide HES a copy of payment requests from consultants and contractors and provide documentation of any staff charges 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.
- g. Shall inspect work in progress being performed by the consultant and contractor, and review, approve and process the payment requests made for their respective contracts. FDO shall not release final payment nor the contractually-required retainage accumulated from all draws until it has satisfactorily submitted all necessary Project closeout documentation to HES.
- h. Shall be responsible for the enforcement of DBRA requirements, including but not limited to, obtaining and updating applicable wage decisions, reviewing payrolls and related DBRA documentation, and interviewing workers in the field. A copy of any modifications and/or additions to the wage decision shall be forwarded to HES and FDO shall certify in writing to HES that DBRA requirements are in compliance.
- i. Shall provide oversight of the architectural firm to assure that the design and construction of the Project is implemented according to the scope of the Project and that all activities are 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 per 24 CFR 570.208(a)(2)(A).

MEMORANDUM OF UNDERSTANDING - PHILIP D. LEWIS CENTER
RENOVATION PROJECT

- j. Shall obtain reports and forms completed by consultants, contractors and subcontractors as they relate to CDBG and submit such reports and forms to HES.

3. FDO acknowledges that HES has performed an Environmental Review (ER) for the Project and notified FDO, via letter, of any findings discovered during the ER process. ~~Notwithstanding anything to the contrary contained in this Memorandum,~~ FDO shall be responsible for compliance with any findings resulting from the ER. Should future environmental findings or conditions be discovered during Project implementation, FDO shall notify HES of the findings and/or conditions. If needed, applicable mitigation measures must be incorporated into Project implementation.

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

- 100% of the project budget shall be expended (or the project completed with all charges to the project account and all invoices paid) no later than July 15, 2019.

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

5. Following completion of all work funded under this MOU copies of all documents and records relating to this MOU shall be surrendered to HES, if requested. In any event, FDO shall keep all documents and records for five (5) years after expiration of this MOU.

6. All income earned by FDO, 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 200 and regulations pertaining to the Community Development Block Grant Program.

7. FDO agrees to comply with the applicable uniform administrative requirements as described in the CDBG Regulations (24 CFR 570.502).

8. FDO 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) 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 Memorandum may be suspended or terminated in accordance with 2 CFR 200 if FDO materially fails to comply with any term hereof, and this Memorandum may be terminated for convenience in accordance with 2 CFR 200.

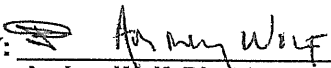
10. ~~Upon expiration of this Memorandum,~~ FDO shall transfer to HES any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under FDO's control upon expiration of this Memorandum which was acquired or improved in whole or part with CDBG funds, made available through this Memorandum, in excess of \$25,000 must be used to meet one of the national objectives in the CDBG Regulations 24 CFR Part 570.505 for a period of five (5) years after expiration of this Memorandum.

MEMORANDUM OF UNDERSTANDING - PHILIP D. LEWIS CENTER
RENOVATION PROJECT

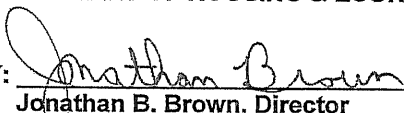
11. This Memorandum shall expire on the date when FDO closes out the contract with, and makes all final payments pursuant to, all contracts funded by HES; when FDO has satisfactorily submitted all necessary documentation to HES for Project closeout; and FDO has obtained written confirmation from HES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

AGREED AS TO TERMS:

FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT

BY: 
Audrey Wolf, Director

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

BY: 
Jonathon B. Brown, Director

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MEMORANDUM OF UNDERSTANDING - PHILIP D. LEWIS CENTER
RENOVATION PROJECT