



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	\$750,855				
External Revenues	(\$750,855)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

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

Budget Account No.:

Fund 1101 Dept 820 Unit 1431 Object 9204 Program Code/Period BG43J/GY18

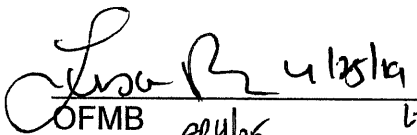
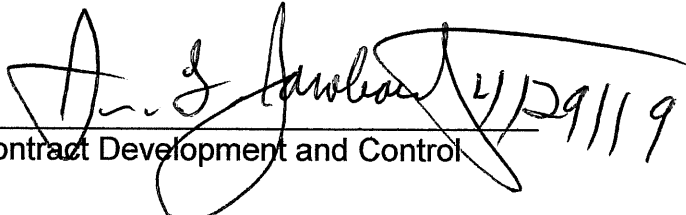
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of this agenda item will appropriate budget in Community Development Block Grant funds to reimburse FDO via interdepartmental transfer for the Pahoee Gymnasium Project for \$750,855.

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

**III. REVIEW COMMENTS**

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

 OFMB 4/25/19  
 Contract Development and Control 4/29/19

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

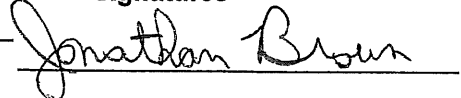
**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER**

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
<b><u>EXPENDITURES</u></b>								
143-1431-8201	Contributions -Non Government Agency	6,210,320	3,792,739	0	750,855	3,041,884	680,129	2,361,755
820-1431-9204	Transfer to Public Bldg Impr Fund 3804	0	0	750,855		750,855		750,855
<b><u>TOTAL EXPENDITURES</u></b>				750,855	750,855			

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

<b>Signatures</b>	<b>Date</b>
	4/23/19
_____	_____
_____	_____

**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\*467  
 BGEX - 410-041519-1265

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/B673	8015 - tr Fr HCD Fd 1101	0	0	750,855	0	750,855		
		0	0	0	0	0		
Total Receipts and Balances		0	0	750,855	0	750,855		
<u>EXPENDITURES</u>								
411/B673	4907 - Building Improvements Noncap	0	0	750,855	0	750,855		750,855
		0	0	0	0	0		0
Total Appropriations & Expenditures		0	0	750,855	0	750,855		

Signatures & Dates

By Board of County Commissioners  
 At Meeting of

Office of Financial Management & Budget  
 INITIATING DEPARTMENT/DIVISION

*[Signature]* Army Wolf 4/19/19

7-May-19

Administration/Budget Department Approval

Deputy Clerk to the

OFMB Department - Posted

Board of County Commissioners

# MEMORANDUM OF UNDERSTANDING

## Department of Housing & Economic Sustainability and Facilities Development and Operations

### PAHOKEE GYMNASIUM PROJECT

This Memorandum of Understanding (Memorandum) is entered into on January 24, 2019, 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 **Pahokee Gymnasium Project** ("Project").

**WHEREAS**, HES has secured \$750,855 of Federal Community Development Block Grant (CDBG) funds provided by the United States Department of Housing and Urban Development (HUD) for the continued renovation of the Pahokee gymnasium; and

**WHEREAS**, FDO assumes the responsibilities for the implementation of the Project; and

**WHEREAS**, HES has made available up to \$750,855 of these CDBG funds to FDO for the renovations required to make the Pahokee Gymnasium a functioning facility; and

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

**WHEREAS**, FDO shall utilize the services of Joseph Thomas (the Architect of Record for the previously proposed improvements) of Birse Thomas Architects, Inc., to design the improvements and the County's Federal Annual Construction Management contract for the construction itself; and

**WHEREAS**, the work of the architect and construction management firm requires oversight and coordination to be provided by assigned staff of FDO; 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

**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 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 FDO 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 HES to meet its reporting obligations to HUD.
- c. Shall provide up to \$750,855 in CDBG funds to pay for eligible design and construction costs. Said funds shall be reimbursed to FDO for eligible expenses via a budget transfer mechanism.
- d. 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.

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING FOR PAHOKEE GYMNASIUM

- e. Shall monitor the progress of project implementation and funds expenditure 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 submit to HES a copy of the architect's and construction management firm's 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 consultant and contractor, and review, approve and process the payment requests made against 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.
- f. Shall perform enforcement of DBRA requirements, including but not limited to, reviewing payrolls and related DBRA documentation, and interviewing workers in the field.
- g. Shall provide oversight of the construction contractor to assure that the construction of 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. FDO 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 after expiration of this Memorandum.

4. 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 Part 200 and regulations pertaining to the Community Development Block Grant Program.

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

MEMORANDUM OF UNDERSTANDING FOR PAHOKEE GYMNASIUM

6. 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.

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

8. 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 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, or, the City of Pahokee shall pay HES an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. **This paragraph shall not be applicable if no real property was acquired or improved with CDBG funds made available through this Memorandum.**

9. 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.

10. Expenditure Requirements:

- \$ 50,000 (6.6% of the CDBG funds) shall be expended by July 15, 2019; and
- \$750,855 (100% of the CDBG funds) shall be expended by December 31, 2019.

**AGREED AS TO TERMS:**

**DEPARTMENT OF HOUSING &  
ECONOMIC SUSTAINABILITY**

**FACILITIES DEVELOPMENT AND  
OPERATIONS DEPARTMENT**

BY: Jonathan Brown  
Jonathan B. Brown, Director

BY: Audrey Wolf  
Audrey Wolf, Director

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MEMORANDUM OF UNDERSTANDING FOR PAHOKEE GYMNASIUM