

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 2, 2007 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

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I. EXECUTIVE BRIEF

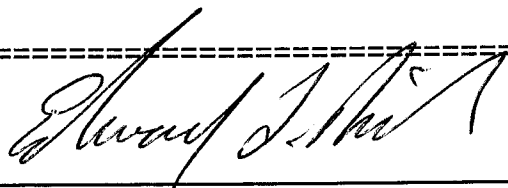

Motion and Title: Staff recommends motion to receive and file: the 2006 U.S. Department of Housing and Urban Development (HUD) Renewal Grant Agreement for the period January 1, 2008, through December 31, 2008 in the amount of \$438,254 for the Supportive Housing Program.

Summary: On May 2, 2006, (R2006 0763) the Board of County Commissioners delegated authority to the County Administrator or his designee to sign the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program grant agreements. This authorization and designation were necessary to expedite the agreements and thereby avoid gaps in service delivery to homeless individuals. The grant document is being submitted to allow the Clerk's office to file a fully executed agreement. (Human Services) Countywide (TKF)

Background and Justification: This receive and file item is being submitted in accordance with Countywide PPM No. CW-O-051 to allow the Clerk's Office to note and receive the executed renewal grant agreement. In 1996, the Division of Human Services was awarded a HUD Supportive Housing Program three (3) year grant which has been renewed annually thereafter.

Attachment:
2006 U.S. Department of Housing and Urban Development (HUD) Renewal Grant Agreement

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Recommended by:		9-14-2007
	Department Director	Date
Approved By:		9/27/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>438,254</u>	_____	_____	_____
External Revenue	_____	<u>(438,254)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ _____	_____	_____	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget: Yes No
 Budget Account No.: Fund 1001 Dept. 142 Unit 1432 Obj. Var.
 Program Code _____ Program Code: FY08

Rev: - 1001/142/1432/R3169

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

Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

The grant is included in the FY2008 Budget

Jan Paul 9-26-07
 OFMB
 P 9/24/07
 M 9/19/07
 CN 9/10/07

Jim J. Farrell 9/27/07
 Contract Administration
 6/18/07

B. Legal Sufficiency:

This item complies with current County policies.

Jan Paul 9/27/07
 Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

RENEWAL GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Palm Beach County Board of County Commissioners, the Recipient, whose Tax ID number is 59-6000785 for Project Number FL14B60-5007 Project Identifier Number FL14060 to be located in West Palm Beach, Florida.

The assistance, which is the subject of this Grant Agreement, is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment A, and the Notice of Funding Availability (NOFA) published **March 21, 2006 at 70 FR 13576 and 14273**. The term "Application" means the original and renewal application submissions on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, approved a Grant. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the Application.

Although this agreement will become effective only upon the execution hereof by both parties, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement for a period of one (1) year. Eligible costs, as defined by the Act and Attachment A, incurred between the end of Recipient's final operating year under the original Grant Agreement and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

HUD's total fund obligation for this project is \$438,254, allocated as follows:

1. Grant for Operating	<u>\$134,494</u>
2. Grant for Supportive Services	<u>\$187,760</u>
3. Grant for Leasing	<u>\$96,000</u>
4. HMIS	<u>\$-0-</u>
5. Grant for Administration	<u>\$20,000</u>

The Recipient must provide a 25 percent cash match for supportive services pursuant to HUD's FY 2006 Appropriations Act.

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

www.hud.gov

espanol.hud.gov

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

For any project funded by this grant that is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or

- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (e) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

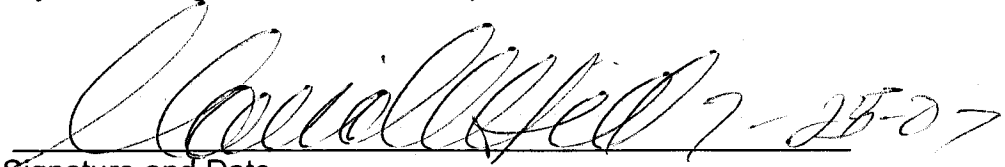
For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: 
Signature and Date

Maria R. Ortiz-Hill
Typed name of signatory

Director, Community Planning & Development Division
Title

RECIPIENT

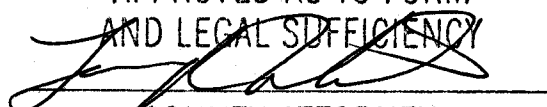
Palm Beach County Board of County Commissioners
Name of Organization

By: 
Authorized Signature and Date

Robert Weisman
Typed name of signatory

County Administrator
Title

Claudia Tuck 561-355-4775 Fax 561-355-4801
Official Contact Person and Telephone No. and Fax No

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

2006
Attachment A

Pt. 583

24 CFR Ch. V (4-1-05 Edition)

submitted in response to the most recently published notice of fund availability and select applications for funding with the deobligated funds. Such selections would be made in accordance with the selection process described in § 582.220 of this part. Any selections made using deobligated funds will be subject to applicable appropriation act requirements governing the use of deobligated funding authority.

(Approved by the Office of Management and Budget under control number 2506-0118)

PART 583—SUPPORTIVE HOUSING PROGRAM

Subpart A—General

- Sec.
583.1 Purpose and scope.
583.5 Definitions.

Subpart B—Assistance Provided

- 583.100 Types and uses of assistance.
583.105 Grants for acquisition and rehabilitation.
583.110 Grants for new construction.
583.115 Grants for leasing.
583.120 Grants for supportive service costs.
583.125 Grants for operating costs.
583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.
583.135 Administrative costs.
583.140 Technical assistance.
583.145 Matching requirements.
583.150 Limitations on use of assistance.
583.155 Consolidated plan.

Subpart C—Application and Grant Award Process

- 583.200 Application and grant award.
583.230 Environmental review.
583.235 Renewal grants.

Subpart D—Program Requirements

- 583.300 General operation.
583.305 Term of commitment; repayment of grants; prevention of undue benefits.
583.310 Displacement, relocation, and acquisition.
583.315 Resident rent.
583.320 Site control.
583.325 Nondiscrimination and equal opportunity requirements.
583.330 Applicability of other Federal requirements.

Subpart E—Administration

- 583.400 Grant agreement.

- 583.405 Program changes.
583.410 Obligation and deobligation of funds.
AUTHORITY: 42 U.S.C. 11389 and 3535(d).
SOURCE: 58 FR 13871, Mar. 15, 1993, unless otherwise noted.

Subpart A—General

§ 583.1 Purpose and scope.

(a) *General.* The Supportive Housing Program is authorized by title IV of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11381-11389). The Supportive Housing program is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) *Components.* Funds under this part may be used for:

- (1) Transitional housing to facilitate the movement of homeless individuals and families to permanent housing;
- (2) Permanent housing that provides long-term housing for homeless persons with disabilities;
- (3) Housing that is, or is part of, a particularly innovative project for, or alternative methods of, meeting the immediate and long-term needs of homeless persons; or
- (4) Supportive services for homeless persons not provided in conjunction with supportive housing.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 51175, Sept. 30, 1996]

§ 583.5 Definitions.

As used in this part:

Applicant is defined in section 422(1) of the McKinney Act (42 U.S.C. 11382(1)). For purposes of this definition, governmental entities include those that have general governmental powers (such as a city or county), as well as those that have limited or special powers (such as public housing agencies).

Consolidated plan means the plan that a jurisdiction prepares and submits to HUD in accordance with 24 CFR part 91.

Project is defined in sections 422(8) and 424(d) of the McKinney Act (42 U.S.C. 11382(8), 11384(d)).

Recipient is defined in section 422(9) of the McKinney Act (42 U.S.C. 11382(9)).

Rehabilitation means the improvement or repair of an existing structure or an addition to an existing structure that does not increase the floor area by more than 100 percent. Rehabilitation does not include minor or routine repairs.

Date of initial service provision means the date that supportive services are initially provided with funds under this part to homeless persons who do not reside in supportive housing. This definition applies only to projects funded under this part that do not provide supportive housing.

Disability is defined in section 422(2) of the McKinney Act (42 U.S.C. 11382(2)).

Homeless person means an individual or family that is described in section 103 of the McKinney Act (42 U.S.C. 11302).

Metropolitan city is defined in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)). In general, metropolitan cities are those cities that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

New construction means the building of a structure where none existed or an addition to an existing structure that increases the floor area by more than 100 percent.

Operating costs is defined in section 422(5) of the McKinney Act (42 U.S.C. 11382(5)).

Outpatient health services is defined in section 422(6) of the McKinney Act (42 U.S.C. 11382(6)).

Permanent housing for homeless persons with disabilities is defined in section 424(c) of the McKinney Act (42 U.S.C. 11384(c)).

Private nonprofit organization is defined in section 422(7) (A), (B), and (D) of the McKinney Act (42 U.S.C. 11382(7) (A), (B), and (D)). The organization must also have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or designate an entity that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles.

Types and uses of assistance. § 583.100

(a) **Grant assistance.** Assistance in the form of grants is available for acquisition of structures, rehabilitation of structures, acquisition and rehabilitation of structures, new construction, leasing, operating costs for supportive housing, and supportive services, as described in §§ 583.105 through 583.125. Applicants may apply for more than one type of assistance.

(b) **Uses of grant assistance.** Grant assistance may be used to:

- (1) Establish new supportive housing facilities or new facilities to provide supportive services;
- (2) Expand existing facilities in order to increase the number of homeless persons served;
- (3) Bring existing facilities up to a level that meets State and local government health and safety standards.

Subpart B—Assistance Provided

161 FR 51175, Sept. 30, 1996]

part 570, subpart D.

an entitlement grant under 24 CFR 5302(a)(6)). In general, urban counties are those counties that are eligible for

102(a)(6) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(6)). In general, urban counties are those counties that are eligible for

Urban county is defined in section 102(a)(6) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Tribes is defined in section 102 of the McKinney Act (42 U.S.C. 11384(b)). See also § 583.300(f).

Transitional housing is defined in section 424(b) of the McKinney Act (42 U.S.C. 11384(b)).

11385).

tion 425 of the McKinney Act (42 U.S.C. 11385).

Supportive services is defined in section 424(a) of the McKinney Act (42 U.S.C. 11384(a)).

Supportive housing is defined in section 424(a) of the McKinney Act (42 U.S.C. 11382(11)).

State is defined in section 422(11) of the McKinney Act (42 U.S.C. 11382(11)).

§ 583.105

(4) Provide additional supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;

(5) Purchase HUD-owned single family properties currently leased by the applicant for use as a homeless facility under 24 CFR part 291; and

(6) Continue funding supportive housing where the recipient has received funding under this part for leasing, supportive services, or operating costs.

(c) *Structures used for multiple purposes.* Structures used to provide supportive housing or supportive services may also be used for other purposes, except that assistance under this part will be available only in proportion to the use of the structure for supportive housing or supportive services.

(d) *Technical assistance.* HUD may offer technical assistance, as described in § 583.140.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36891, July 19, 1994]

§ 583.105 Grants for acquisition and rehabilitation.

(a) *Use.* HUD will grant funds to recipients to:

(1) Pay a portion of the cost of the acquisition of real property selected by the recipients for use in the provision of supportive housing or supportive services, including the repayment of any outstanding debt on a loan made to purchase property that has not been used previously as supportive housing or for supportive services;

(2) Pay a portion of the cost of rehabilitation of structures, including cost-effective energy measures, selected by the recipients to provide supportive housing or supportive services; or

(3) Pay a portion of the cost of acquisition and rehabilitation of structures, as described in paragraphs (a)(1) and (2) of this section.

(b) *Amount.* The maximum grant available for acquisition, rehabilitation, or acquisition and rehabilitation is the lower of:

(1) \$200,000; or

(2) The total cost of the acquisition, rehabilitation, or acquisition and rehabilitation minus the applicant's contribution toward the cost.

(c) *Increased amounts.* In areas determined by HUD to have high acquisition

24 CFR Ch. V (4-1-05 Edition)

and rehabilitation costs, grants of more than \$200,000, but not more than \$400,000, may be available.

§ 583.110 Grants for new construction.

(a) *Use.* HUD will grant funds to recipients to pay a portion of the cost of new construction, including cost-effective energy measures and the cost of land associated with that construction, for use in the provision of supportive housing. If the grant funds are used for new construction, the applicant must demonstrate that the costs associated with new construction are substantially less than the costs associated with rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs associated with rehabilitation or new construction may include the cost of real property acquisition.

(b) *Amount.* The maximum grant available for new construction is the lower of:

(1) \$400,000; or

(2) The total cost of the new construction, including the cost of land associated with that construction, minus the applicant's contribution toward the cost of same.

§ 583.115 Grants for leasing.

(a) *General.* HUD will provide grants to pay (as described in § 583.130 of this part) for the actual costs of leasing a structure or structures, or portions thereof, used to provide supportive housing or supportive services for up to five years.

(b)(1) *Leasing structures.* Where grants are used to pay rent for all or part of structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable space.

(2) *Leasing individual units.* Where grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the