Agenda Item #: 3I-3

### PALM BEACH COUNTY

### **BOARD OF COUNTY COMMISSIONERS**

### AGENDA ITEM SUMMARY

Meeting Date: December 4, 2007

[xx] Consent

[ ] Regular

Department:

Housing & Community Development

**Submitted By:** 

**Housing & Community Development** 

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** The Fiscal Year 2007-08 Funding Approval/Agreement Forms for the Community Development Block Grant (CDBG) Program- \$7,068,569, the Emergency Shelter Grants (ESG) Program- \$306, 234, and Home Investment Partnership (HOME) Agreements, inclusive of American Dream Down Payment Initiative (ADDI) for \$2,588,864 and \$53,383 respectively. All agreements are with the U.S. Department of Housing and Urban Development (HUD).

Summary: Approval of the Funding Approval/Agreement Forms (HUD-7082 for CDBG, HUD-40093 for HOME, and Local Government Grant Agreement for ESG) are required to make \$10,017,050 in federal funds available to the County to provide assistance for community development programs. The purpose of the CDBG, ESG, and HOME Program entitlement funding includes, but is not limited to, the development of viable urban communities through the provision of decent housing, a suitable living environment, and the expansion of economic opportunities, principally for persons of low and moderate income throughout Palm Beach County. No local match is required to implement the CDBG program; however, the ESG and HOME programs have matching requirements. The ESG Program matching requirement is met through a cash or inkind contribution by each agency receiving this funding, and the HOME matching requirement is met through the State Housing Initiatives Partnership (SHIP). Countywide (TKF)

**Background and Justification:** As a result of approving the 2007-2008 Action Plan, on November 5, 2007 HUD transmitted the Fiscal Year 2007-2008 CDBG, ESG, and HOME Program entitlements to Palm Beach County for execution. The total allocation is \$10,017,050 with the Funding Approval/Agreement Forms to be executed by Palm Beach County and returned to HUD. These Funding Approval/Agreement Forms constitute the contracts with HUD which make the funds available to the County's line of credit with the U.S. Treasury.

### Attachments:

a, Funding Approval/Agreement (HUD-7082, CDBG)

b. Funding Approval/Agreement (HUD-40093, HOME)

c. ESG Program Local Government Grant Agreement

Recommended By:

Assistant County Administra

/2//D/ Date

Date

Approved By:

### II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact: Fiscal Years 2008 2009 2010 2011 2012 Capital Expenditures **Operating Costs** \$10,017,050 **(**\$10,017,050**) External Revenues** Program Income (CDBG) In-Kind Match (agency ESG) SHIP Match NET FISCAL IMPACT -0-# ADDITIONAL FTE N/A POSITIONS (Cumulative) Is Item Included in Current Budget? Yes X No Budget Account No.: Fund Various Dept. 143 Unit Various Object Various Program Code Various **B.** Recommended Sources of Funds/Summary of Fiscal Impact: Approval of this agenda item will appropriate \$10,017,050 to Palm Beach County Housing and Community Development for the Community Development Block Grant (\$7,068,569), Emergency Shelter Grants (\$306,234), and HOME and ADDI (\$2,642,247) Programs for Fiscal Year 2007-2008 via the letter of credit with the U.S. Treasury. C. Departmental Fiscal Review: III. REVIĚW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Contract Comments: and Co 11/29/20 This item complies with current B. Legal Sufficiency: County policies. Senior Assistant County Attorney C. Other Department Review:

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

# **Funding Approval/Agreement**

U.S. Department of Housing and Urban Development

Title I of the Housing and Community Development Act (Public Law 930383)

Office of Community Planning and Development Community Development Block Grant Program

HI-00515R of 20515R

Name of Grantee (as shown in item 5 of Standard Form 424)	3. Grantee's 9-digit Tax ID Nur	mber 4. Date use of funds may begin	,
Palm Beach County	59-6000785	(mm/dd/yyyy) 10/01/07	
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a.Project/Grant No. 1	6a.Amount Approved	
3323 Belvedere R., Building 501 West Palm Beach, FL 33406	B-07-UC-12-0004 5b.Project/Grant No. 2	\$7,068,569. 6b Amount Approved	
	5c.Project/Grant No. 3	6c.Amount Approved	

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title 1 of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title 1 assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title 1 and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name	0		- A		
Maria R. Ortiz-Hill			County	Board	of Coun	ty Commissione	
Title		Title Adding T	C	01			
Director, Community Planning and Developmen		Addie L.	Green,	Chai	rperson		
- R (A CAC PARA SASA)	ate (mm/dd/yyyy) 0/17/2007	Signature				Date (mm/dd/yyyy)	
Category of Title I Assistance for this Funding Action (check only one)	8. Special Conditi (check one)	ons 9a. Date HUD Recei (mm/dd/yyyy) 8/	ved Submissio	on	10. checl		
<ul> <li>a. Entitlement, Sec 106(b)</li> <li>b. State-Administered, Sec 106(d)(1)</li> </ul>	X None 9b. Date Grantee No (mm/dd/yyyy)		itee Notified		X]ª	x a. Orig. Funding Approval	
c. HUD-Administered Small Cities, Sec 106(d)(2)(B) d. Indian CDBG Programs, Sec 106(a)(1)	Attached	9c. Date of Start of F	²rogram Year		D	. Amendment Amendment Number	
e. Surplus Urban Renewal Funds, Sec 112(b)		10	)/01/07				
f. Special Purpose Grants, Sec 107	11. Amount of Cor Block Grant	nmunity Development	FY (уууу)	2007	FY (уууу)	FY (yyyy)	
g. Loan Guarantee, Sec 108	a. Funds Re	served for this Grantee	·				
	b. Funds nov	v being Approved	\$7,068,56	89.			
	· ·	on to be Cancelled					
12a. Amount of Loan Guarantee Commitment now being Approved	(11a minu	s 11b) 12b. Name and complete A					
The public agency hereby accepts the Grant Agreement of Department Housing and Urban Development on the a respect to the above grant number(s) as Grantee design loan guarantee assistance, and agrees to comply with conditions of the Agreement, applicable regulations of the Agreement applicable regulations of the Agreem	bove date with nated to receive the terms and ons, and other	12c. Name of Authorized C	Official for Desi	gnated Pu	blic Agency		
requirements of HUD now or hereafter in effect, perassistance provided it.	rtaining to the	Signature				Date (mm/dd/yyyy)	
assistance provided it.		Signatul <del>e</del>				Jaio (Illillindoryyyy)	
HUD Accounting use Only						<u> </u>	
TAC Batch Program Y A Reg Area Document	No. Project Nur	nber Category		Amour	nt Effecti	ive Date (mm/dd/yyyy) F	
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·	Project Nun	nber		Amour	<u>nt</u>		
, <u> </u>	Project Nun	nber	L	Amour	<u></u>		
Date Entered PAS (mm/dd/yyyy)  Date Entered LOCCS (mm/dd	d/yyyy) Batch Nun	ber Transaction Co	xde E	ntered By		Verified By	
				24 CFR :	570	form HUD-7082 (4/93)	

Funding Approval/Agreement
Title I of the Housing and Community
Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development Office of Community Planning and Development Community Development Block Grant Program

HI-00515R of 20515R					
1. Name of Grantee (as shown in item 5 of Standard Form 424)		3. Grantee's 9-digit		ate use of funds	
Palm Beach County		59-6000785	(m	<sup>im/dd/yyyy)</sup> 10	)/01/07
Grantee's Complete Address (as shown in item 5 of Standard	Form 424)	5a.Project/Grant No.	1 6a.Aı	mount Approved	
3323 Belvedere R Building 501		B-07-UC-12-00	04 \$7.0	68,569	
		5b.Project/Grant No.		mount Approved	
		5c.Project/Grant No.	3 6c.Ar	mount Approved	
for Title 1 assistance, the HUD regulations at 24 CFR Paincluding any special conditions, constitute part of the Ag specified here available to the Grantee upon execution of used to pay costs incurred after the date specified in item all applicable requirements. Pre-agreement costs may not be by waiver and listed in the special conditions to the Funding making, and actions, as specified and required in regulation	amunity Developert 570 (as now in the Agreement 4 above provides paid with funding Approval. The 6 is issued by the S	oment Act of 1974, as an in effect and as may be to the provisions of this by the parties. The funct of the activities to which gassistance specified here. Grantee agrees to assume ecretary pursuant to Section 1974, as an interest of the section	mended, (42 USC 53) amended from times s Grant Agreement, ding assistance spect h such costs are related unless they are aut all of the responsibilition 104(g) of Title 1	01 et seq.). The to time), and HUD will mal cified in the Funted are carried thorized in HU. Littles for environant and published.	the Grantee's submissions of this Funding Approval, the funding assistance unding Approval may be dout in compliance with D regulations or approved commental review, decision in 24 CFR Part 58. The
U.S. Department of Housing and Libban Development (D. M.)	e to the Agreeme		es to which it makes	funding assist	ance hereunder available.
			. Country Dags	-1 -C O	
			County Boar	ed of Cou	inty Commissione
			. Ob		
			reen, Chair	erson	o/01/07  od  od  od  od  od  od  od  od  od  o
- XVIII OOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOO		Signature			Date (mm/dd/yyyy)
7. Category of Title ! Assistance for this Funding Action		tions 9a. Date HUD Rece	ived Submission	10. chec	k one
(check only one)	(check one)	(mm/dd/yyyy) 8	9/2007		
. =	X None	9b. Date Grantee No	tified	\ <u>X</u>	
	Attached	d (mm/dd/yyyy)			• •
		9c. Date of Start of	Program Year	U	
		(mm/dd/yyyy)	0/01/07		Amendment (dame)
e. Surplus Urban Renewal Funds, Sec 112(b)	11. Amount of Co		0/01/07		
f. Special Purpose Grants, Sec 107	Block Grant	, ,	FY (уууу) 2007	FY (yyyy)	FY (yyyy)
g. Loan Guarantee, Sec 108	a. Funds Re	eserved for this Grantee			
	b. Funds no	w being Approved	\$7.068.569.		
	c. Reservati	on to be Cancelled			
12a Amount of Loan Guarantee Commitment	(11a minu	<del></del>		ļ	
724. Amount of coan adarantee communent now being Approve	<b>.</b>	12b. Name and complete	Address of Public Ager	ку	
Loan Guarantee Acceptance Provisions for Designate	d Agencies:	·			
The public agency hereby accepts the Grant Agreement	executed by the				
Department Housing and Urban Development on the a	bove date with				
Grant Agreement: This Grant Agreement between the Department of Hous pursuant to the authority of Title I of the Housing and Community Development for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in efficiency did not provided the specified here available to the Grantee upon execution of the Agreement Subject to the specified here available to the Grantee upon execution of the Agreement by the used to pay costs incurred after the date specified in item 4 above provided the all applicable requirements. Pre-agreement costs may not be paid with funding assist by waiver and listed in the special conditions to the Funding Approval. The Grante making, and actions, as specified and required in regulations issued by the Secrete Grantee further acknowledges its responsibility for adherence to the Agreement by U.S. Department of Housing and Urban Development (By Name)  Maria R. Ortiz-Hill  Title  Director Community Planning and Development  Signature  Date (mm/dd/yyyy)  10/17/2007  7. Category of Title I Assistance for this Funding Action (check only one)  A Entitlement, Sec 106(b)  b. State-Administered, Sec 106(d)(1)  c. HUD-Administered Small Cities, Sec 106(d)(2)(B)  d. Indian CDBG Programs, Sec 106(a)(1)  e. Surplus Urban Renewal Funds, Sec 112(b)  f. Special Purpose Grants, Sec 107  g. Loan Guarantee, Sec 108  11. Amount of Commun Block Grant  a. Funds Reserve b. Funds now bein c. Reservation to (11a minus 11i  12a. Amount of Loan Guarantee Commitment now being Approved  Loan Guarantee Acceptance Provisions for Designated Agencies:  The public agency hereby accepts the Grant Agreement executed by the Department Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.  HUD Accounting use Only		12c. Name of Authorized 0	Official for Designated I	<sup>3</sup> ublic Agency	
1. Name of Grantee (as shown in item 5 of Standard Form 424) 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3. Grantee's 2-digit 59-6,000785 5a. Project/Grant No. 5a. Project/Grant No. 5a. Project/Grant No. 5b. Project/Grant					
conditions of the Agreement, applicable regulation	ns, and other	Title			• • • • • • • • • • • • • • • • • • •
requirements of HUD now or hereafter in effect, pe	rtaining to the				
assistance provided it.		Signature			Date (mm/dd/yyyy)
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•					
Batch 15 2 Program Y A Reg Area Document	No. Project Nu	mber Category	Amo	ount Effect	tive Date (mm/dd/yyyy) F

				24 CFR 570	form HUD-7082 (4/93)
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyy	y) Batch Number	Transaction Code	Entered By	Verified By
Data Fatarad DAS (analysis)					
<u>Y</u>		Project Number	ì	Amount	
					`
<u> </u>		Project Number		Amount	
176					

# **Funding Approval/Agreement**

Title I of the Housing and Community Development Act (Public Law 930383)

### U.S. Department of Housing and Urban Development

Office of Community Planning and Development Community Development Block Grant Program

HI-00515R of 20515R		
Name of Grantee (as shown in item 5 of Standard Form 424)	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin
Palm Beach County	59-6000785	(mm/dd/yyyy) 10/01/07
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a.Project/Grant No. 1	6a.Amount Approved
3323 Belvedere R., Building 501	B-07-UC-12-0004	\$7,068,569.
West Palm Beach, FL 33406	5b.Project/Grant No. 2	6b.Amount Approved
	5c.Project/Grant No. 3	6c.Amount Approved
Grant Agreement: This Grant Agreement between the Department of Hopursuant to the authority of Title I of the Housing and Community Developm for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in including any special conditions, constitute part of the Agreement. Subject to specified here available to the Grantee upon execution of the Agreement by used to pay costs incurred after the date specified in item 4 above provided all applicable requirements. Pre-agreement costs may not be paid with funding a by waiver and listed in the special conditions to the Funding Approval. The Grantanting, and actions, as specified and required in regulations issued by the Section Grantee further acknowledges its responsibility for adherence to the Agreement	ent Act of 1974, as amended, (42 U effect and as may be amended from the provisions of this Grant Agree the parties. The funding assistant the activities to which such costs a assistance specified here unless they arrive agrees to assume all of the respectary pursuant to Section 104(g) of	SC 5301 et seq.). The Grantee's submissions in time to time), and this Funding Approval, ament, HUD will make the funding assistance to specified in the Funding Approval may be re related are carried out in compliance with are authorized in HUD regulations or approved consibilities for environmental review, decision Title 1 and published in 24 CFR Part 58. The

U.S. Department of Housing and Urban Development (By Name) Palm Beach County Board of County Commissioners Maria R. Ortiz-Hill Addie L. Green, Chairperson Director, Community Planning and Development Date (mm/dd/yyyy) Date (mm/dd/yyyy) 10/17/2007 7. Category of Title I Assistance for this Funding Action (check only one) Special Conditions (check one) 9a. Date HUD Received Submission 10. check one (mm/dd/yyyy) 8/9/2007 x a. Orig. Funding x a. Entitlement, Sec 106(b) X None 9b. Date Grantee Notified Approval b. State-Administered, Sec 106(d)(1) (mm/dd/yyyy) Attached b. Amendment c. HUD-Administered Small Cities, Sec 106(d)(2)(B) 9c. Date of Start of Program Year Amendment Number d. Indian CDBG Programs, Sec 106(a)(1) (mm/dd/yyyy) 10/01/07 e. Surplus Urban Renewal Funds, Sec 112(b) 11. Amount of Community Development Block Grant f. Special Purpose Grants, Sec 107 2007 FY (уууу) FY (yyyy) FY (yyyy) g. Loan Guarantee, Sec 108 a. Funds Reserved for this Grantee b. Funds now being Approved \$7,068,569. c. Reservation to be Cancelled (11a minus 11b) 12a. Amount of Loan Guarantee Commitment now being Approved 12b. Name and complete Address of Public Agency Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department Housing and Urban Development on the above date with 12c. Name of Authorized Official for Designated Public Agency respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it. Signature Date (mm/dd/yyyy) **HUD Accounting use Only** TAC Amount Effective Date (mm/dd/yyyy) Amount **Amount** Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyyy) | Batch Number Transaction Code Entered By Verified By 24 CFR 570 form HUD-7082 (4/93)

# Funding Approval and HOME Investment Partnerships Agreement Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development Office of Community Planning and Development OMB Approval No. 2506-0171 (Exp. 05/31/2007)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentially when public disclosures is not required.

Participant Name and Address	2. Participant	Nu	mber	
Palm Beach County	M-07-UC			
3323 Belvedere Road	3. Tax Identif		on Number	
DI 501	59-60007 4. Appropriati		Number	
Bldg. 501	867/9020			
West Palm Beach, FL 33406	5. FY (yyyy) 2007			
6. Previous Obligation (Enter "0" for initial FY allocation)			\$	
a. Formula Funds		\$		
b. Community Housing Development Org. (CHDO) Competitive		<u></u>		
7. Current Transaction (+ or -)		,	\$ 2	,642,247.
a. Formula Funds		\$ 2	,642,247.	
CHDO (For deobligations only)	· · · · · · · · · · · · · · · · · · ·	-	\$	
2. Non- CHDO (For deobligations only)			\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 be	elow)	\$		
8. Revised Obligation	****		\$	<u> </u>
a. Formula Funds		\$		
b. CHDO Competitive Reallocation		<del>*</del> \$		
Special Conditions (check applicable box)		<del>-</del>	gation (Congressional Release D	ate)
Not applicable ☐ Attached	(mm/dd/yy	(VV)	10 / 17 / 2007	
authority of the HOME Investment Partnerships Act (42 U.S.C. 1; submission/Application and the HUD regulations at 24 CFR Part 9 Investment Partnership Agreement, form HUD-40093, including any Agreement, HUD will make the funds for the Fiscal Year specified, a parties. All funds for the specified Fiscal Year provided by HUD by 16 by HUD, without the Participating Jurisdiction's execution of the ame the Participating Jurisdiction's/Entity's compliance with HUD's electropy. To the extent authorized by HUD regulations at 24 CFR 16 awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction/Entity agrees that funds invested in affordal as affordable housing. Repayment shall be made as specified in 24 for environmental review, decision making, and actions, as specified 11. For the U.S. Department of HUD (Name and Title of Authorized Contents)	22 (as is now in ef special conditions, vailable to the Parti formula reallocation endment or other coronic funds transfer Part 92, HUD may cipating Jurisdiction ble housing under 2 CFR Part 92. The and required in reg	fect con icipa n ard onse r an r, by n's/E 24 C Par ulat	and as may be amended from tile astitute part of this Agreement. Substing Jurisdiction/Entity upon execute covered by this Agreement upon ent. HUD's payment of funds under dinformation reporting procedures its execution of an amendment, Entity's execution of the amendment of FR Part 92 are repayable when the ticipating Jurisdiction agrees to asset	me to time) and this HOME bject to the provisions of this ion of this Agreement by the execution of an amendment this Agreement is subject to issued pursuant to 24 CFR deobligate funds previously tent or other consent. The e housing no longer qualifies sume all of the responsibility
Maria R. Ortiz-Hill, Director, Community Planning and		12.0	Signature (COST)	10 / 17 / 2007
14. For the Participating Jurisdiction/Entity (Name and Title of Author Addie L. Green, Chairperson	rized Official) 1	<u> </u>	Signature	16. Date
PBC Board of County Commissioners	, ,			/ /
17. Check one:				
☑ Initial Agreement	Amendr	nen	t #	
18. Funding Information:       Source of Funds       Appropriation Code       PAS Code       Amount         FY 2007 ADDI       867/90205       HMC       \$53,383         FY 2007 HOME       867/90205       HMC       \$2,588,	<u>t</u> <u>Source</u> 3.		mpetitive Reallocation Funds Appropriation Code F	AS Code Amount \$ \$
			f	orm HUD-40093 (04/2004)

# Funding Approval and HOME Investment Partnerships Agreement Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development Office of Community Planning and Development OMB Approval No. 2506-0171 (Exp. 05/31/2007)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

disclosure. Recipients are responsible for ensuring confidentiality when  1. Participant Name and Address	2. Participant			
Palm Beach County	M-07-UC			
2222 Delvisdana De-d		cation Number		
3323 Belvedere Road	59-60007	85		
Bldg. 501	4. Appropriati	on Number		
Diag. 301	867/9020:	5-867/90205		
West Palm Beach, FL 33406	5. FY (yyyy)			
	2007			
6. Previous Obligation (Enter "0" for initial FY allocation)			\$	
a. Formula Funds	9	3		
b. Community Housing Development Org. (CHDO) Competitive	3	3		
7. Current Transaction (+ or -)	•		\$ 2,64	2,247.
a. Formula Funds		5 2,642,247.		
CHDO (For deobligations only)		\$		
2. Non- CHDO (For deobligations only)		\$		
b. CHDO Competitive Reallocation or Deobligation (see #18 below	1) 9			
8. Revised Obligation			\$	
a. Formula Funds				
b. CHDO Competitive Reallocation				
9. Special Conditions (check applicable box)		bligation (Congression	nal Release Date	)
Not applicable ☐ Attached		yy) 10 / 17 / 2007		,
submission/Application and the HUD regulations at 24 CFR Part 92 (Investment Partnership Agreement, form HUD-40093, including any sp Agreement, HUD will make the funds for the Fiscal Year specified, avail parties. All funds for the specified Fiscal Year provided by HUD by forr by HUD, without the Participating Jurisdiction's execution of the amend the Participating Jurisdiction's/Entity's compliance with HUD's electron 92.502. To the extent authorized by HUD regulations at 24 CFR Par awarded to the Participating Jurisdiction/Entity without the Participating Participating Jurisdiction/Entity agrees that funds invested in affordable as affordable housing. Repayment shall be made as specified in 24 CF for environmental review, decision making, and actions, as specified and	ecial conditions, lable to the Partimula reallocation ment or other coic funds transfert 92, HUD may ating Jurisdiction housing under 2FR Part 92. The	constitute part of this A cipating Jurisdiction/Enti are covered by this Agnsent. HUD's payment and information reporti, by its execution of an 's/Entity's execution of 4 CFR Part 92 are repa Participating Jurisdiction	greement. Subjecty upon execution reement upon execution funds under this ng procedures issamendment, defithe amendment yable when the har agrees to assum	at to the provisions of this of this Agreement by the ecution of an amendment is Agreement is subject to sued pursuant to 24 CFR obligate funds previously to or other consent. The pusing no longer qualifies ne all of the responsibility
11. For the U.S. Department of HUD (Name and Title of Authorized Office		2/Signature	////	. 13. Date
Maria R. Ortiz-Hill, Director, Community Planning and E	Dev.	MACA	646	10 / 17 / 2007
14. For the Participating Jurisdiction/Entity (Name and Title of Authorize Addie L. Green, Chairperson	d Official) 1	5. Signature		16. Date
PBC Board of County Commissioners				1 1
17. Check one:				
	Amendr	nent#		
18. Funding Information:       Source of Funds       Appropriation Code       PAS Code       Amount         FY 2007 ADDI       867/90205       HMC       \$53,383.         FY 2007 HOME       867/90205       HMC       \$2,588,866.	Source	Competitive Reallocation of Funds Appropria		S Code Amount \$ \$
			form	n HUD-40093 (04/2004)

# Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171 (Exp. 05/31/2007)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Participant Name and Address	Participant Number	NAME OF THE PROPERTY OF THE PR
Palm Beach County	M-07-UC-12-0215	
3323 Belvedere Road	3. Tax Identification Number 59-6000785	
Bldg. 501	Appropriation Number	
	867/90205-867/90205	
West Palm Beach, FL 33406	5. FY (yyyy) 2007	
6. Previous Obligation (Enter "0" for initial FY allocation)	<u> : </u>	\$
a. Formula Funds	\$	
b. Community Housing Development Org. (CHDO) Competitive	\$	
7. Current Transaction (+ or -)		\$ 2,642,247.
a. Formula Funds	\$ 2,642,247.	
CHDO (For deobligations only)	\$	
2. Non- CHDO (For deobligations only)	\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below	\$	
8. Revised Obligation	······································	\$
a. Formula Funds	\$	
b. CHDO Competitive Reallocation	\$	
Special Conditions (check applicable box)	10. Date of Obligation (Congr	essional Release Date)
Not applicable ☐ Attached	(mm/dd/yyyy) 10 / 17 / 200	7
authority of the HOME Investment Partnerships Act (42 U.S.C. 1270 submission/Application and the HUD regulations at 24 CFR Part 92 (Investment Partnership Agreement, form HUD-40093, including any sponsor Agreement, HUD will make the funds for the Fiscal Year specified, avail parties. All funds for the specified Fiscal Year provided by HUD by form by HUD, without the Participating Jurisdiction's execution of the amendrate Participating Jurisdiction's/Entity's compliance with HUD's electroning 92.502. To the extent authorized by HUD regulations at 24 CFR Parawarded to the Participating Jurisdiction/Entity without the Participating Participating Jurisdiction/Entity agrees that funds invested in affordable as affordable housing. Repayment shall be made as specified in 24 CFF for environmental review, decision making, and actions, as specified and 11. For the U.S. Department of HUD (Name and Title of Authorized Office)	as is now in effect and as may lecial conditions, constitute part of able to the Participating Jurisdictional reallocation are covered by the ment or other consent. HUD's pay c funds transfer and information at 92, HUD may, by its execution ting Jurisdiction's/Entity's execut housing under 24 CFR Part 92 are R Part 92. The Participating Juris is required in regulation at 24-CFR	this Agreement. Subject to time) and this HOME this Agreement. Subject to the provisions of this notification. Subject to the provisions of this notification of this Agreement by the his Agreement upon execution of an amendment ment of funds under this Agreement is subject to eporting procedures issued pursuant to 24 CFR of an amendment, deobligate funds previously on of the amendment or other consent. The expayable when the housing no longer qualifies diction agrees to assume all of the responsibility
Maria R. Ortiz-Hill, Director, Community Planning and D	pial) 12. Signature Dev.	13. Date 10 / 17 / 2007
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Addie L. Green, Chairperson	d Official) - 15. Signature	16. Date
PBC Board of County Commissioners		/ /
17. Check one:		
☐ Initial Agreement	Amendment #	
18. Funding Information: <u>Source of Funds Appropriation Code</u> FY 2007 ADDI 867/90205 HMC \$53,383. FY 2007 HOME 867/90205 HMC \$2,588,864	-	ocation repriation Code PAS Code Amount \$ \$
		form HUD-40093 (04/2004)

**Grant No,.:** <u>S-07-UC120016</u>

Official Contact Person: Mr. Edward Lowery

**Telephone No:** (561) 233-3600

**FAX:** (561) 233-3651

Email No: ELowery@co.palm-beach.fl.us

**Tax ID No: 59-6000785** 

Unit of Government No: 129099

# FY 2007 LOCAL GOVERNMENT GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and <u>Palm Beach County</u> the Grantee, for FY 2007 of the Emergency Shelter Grants Program in the amount of \$\\_306,234.\_\_, This grant was authorized by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 *USC* 11301 (1988), as amended (the "Act"). In addition, the grant operates through HUD's regulations at 24 *CFR* Part 576, as now in effect and as may be amended from time to time, which are incorporated as part of this Agreement.

In reliance upon the Consolidated Plan and certifications, the Secretary agrees, upon execution of the Grant Agreement, to provide the Grantee with the agreed grant funds. The grantee must comply with requirements for record keeping and annual performance reporting to HUD within 90 days after the close of its consolidated program year, as required by 24 *CFR* 91.520. This includes the periodic information collected through HUD's Integrated Disbursements and Information System (IDIS). The grantee's IDIS reporting must include information on grant activities, project sponsors, project sites, and beneficiaries (including racial and ethnic data on participants). This information will be used for program monitoring and evaluation purposes.

The grantee agrees to comply with all applicable laws and regulations in distributing funds provided under this Grant Agreement and to accept responsibility for ensuring compliance by recipient entities which may receive funding assistance.

The grantee agrees to comply with the provisions of the environmental requirements of 24 *CFR* Part 58 as applicable under 24 *CFR* 576.57(e) with respect to funds provided under this Grant Agreement.

The grantee further agrees to provide sufficient detail on matching funds so as to identify the specific sources and amounts of the funds as required by 42 USC 11375(a)(1).

The following parties execute this Grant Agreement on the dates set forth below as follows:

	ED STATES OF AMERICA
ecretai	y of Housing and Urban Development
у: _	Signature and Date
	Maria R. Ortiz-Hill
~	Name of Signatory
_	Community Planning and Development Director Title
RAN	TEE
<b>':</b>	
	Signature and Date
	Addie L. Green, Chairperson Palm Beach County Board of County Commissioner
_	Typed Name of Signatory
	·
	Title

Grant No,.: S-07-UC120016

Official Contact Person: Mr. Edward Lowery

**Telephone No:** (561) 233-3600

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Email No: ELowery@co.palm-beach.fl.us

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Signature and Date
organiture and Date
Maria R. Ortiz-Hill
Name of Signatory
mmunity Planning and Development Director
Title
<b>u</b>
Signature and Date
Addie L. Green, Chairperson Palm Beach County Board of County Commissioners
Typed Name of Signatory

Grant No,.: S-07-UC120016

Official Contact Person: Mr. Edward Lowery

**Telephone No:** (561) 233-3600

FAX: (561) 233-3651

Email No: ELowery@co.palm-beach.fl.us

**Tax ID No:** 59-6000785

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	Signature and Date
	Maria R. Ortiz-Hill Name of Signatory
	Community Planning and Development Director  Title
AN	NTEE
	Signature and Date  Addie L. Green, Chairperson  Palm Beach County Board of County Commissioners
-	Typed Name of Signatory
-	Title