

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	<u>December 1, 2009</u>	[X]Consent []W	[ ] Regular orkshop
Department:	Housing and Commun	nity Development	
Submitted By:	Housing and Commu	nity Development	

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The Fiscal Year 2009-2010 Funding Approval/Grant Agreement Forms (Forms) with the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program (<u>\$6,815,780</u>); the Emergency Shelter Grants (ESG) Program (<u>\$302,730</u>); and Home Investment Partnership (HOME) Program (<u>\$2,799,335</u>).

Approval of the Forms is required to receive \$9,917,845 in Federal funds Summary: available to the County to provide assistance for community development programs. These Forms constitute the contracts with HUD which make the CDBG, ESG, and HOME funds available to the County's line of credit with the U.S. Treasury. <u>No local match is required</u> for the CDBG Program; however, the ESG and HOME Programs have matching requirements. The ESG Program match requirement will be met through a cash or in-kind contribution by each agency receiving funding, and the HOME match requirement will be met through the PBC Universal Housing Trust Fund and State Housing Initiatives Partnership (SHIP) unencumbered program income. Countywide (TKF)

Background and Justification: On July 21, 2009, the Board of County Commissioners adopted Resolution (R2009-1206) approving the Palm Beach County Action Plan for FY adopted Resolution (R2009-1206) approving the Palm Beach County Action Plan for FY 2009-2010 (R2009-1209) which details the proposed use of CDBG, ESG, and HOME funding for FY 2009-2010. As a result of HUD's approval of the 2009-2010 Action Plan, on October 28, 2009, HUD transmitted the Fiscal Year 2009-2010 CDBG, ESG, and HOME Program Funding Approval/Grant Agreement Forms to Palm Beach County for execution. The total allocation is \$9,917,845 with the Funding Approval/Agreement Forms to be executed by Palm Beach County and returned to HUD. 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 stritable living environment, and the expansion of economic opportunities, principally for suitable living environment, and the expansion of economic opportunities, principally for persons of low and moderate income throughout Palm Beach County.

### Attachments:

- Action Plan Approval Letter from HUD dated October 28, 2009 Α.
- Funding Approval/Agreement (HUD-7082, CDBG) Funding Approval/Agreement (HUD-40093, HOME) B.
- C.
- FY 2009 Local Government Grant Agreement (ESG)

Recommended By: Coladul Ň. Department Directo Approved By: Assistant County Administ

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Operating Costs: External Revenues:	<u>\$9,917,845</u> ( <u>\$9,917,845</u> )				
Program Income (County) In-Kind Match (County): NET FISCAL IMPACT:					
# OF ADDITIONAL FTE POSITIONS					
(Cumulative):	<u>        N/A     </u>		<u></u>		·
Is Item Included In Current	Budget?	Yes <u>X</u>	No		
Budget Account #: Fund	arious Dept 1	43 Unit V	arious Obj	ect Various	<b>;</b>

Program Code/Program Period Various

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

Approval of this agenda item will appropriate \$9,917,845 to Palm Beach County Housing and Community Development for the Community Development Block Grant (\$6,815,780), Emergency Shelter Grants (\$302,730), and HOME (\$2,799,335) Programs for Fiscal Year 2009-2010 via the letter of credit with the U.S. Treasury.

C. Departmental Fiscal Review:

dal Manager I

## III. <u>REVIEW COMMENTS</u>

OFMB Fiscal and/or Contract Administration Comments: The actual dellars associated with the match is unknown at this time. Housever, the secencies will provide the match requirement for А. 1123151 J Contract Dev. and Control OFMB 112310 Legal Sufficiency: Β.

Senior Assistant County Atto

C. Other Department Review:

Department Director

Ref:S:\planning\2009\_10\ActionPlan\HUD Grant Agreements\AIS\_12\_01\_09\_HUD AgreementsREVISED.docx

AND DEVELOR

U.S. Department of Housing and Urban Development Community Planning and Development Division Region IV, Miami Field Office Brickell Plaza Federal Building 909 SE First Avenue, Rm. 500 Miami, FL 33131-3042

11-02-09P04:48 RCVD

October 28, 2009

Honorable Jeff Koons Chairperson Palm Beach County 301 North Oliver Avenue, 12 Floor West Palm Beach, FL 33401

Dear Chairperson Kooms:

SUBJECT: Palm Beach County 2009-2010 Action Plan Approval

We are pleased to approve your one-year Action Plan for Fiscal Year 2009 funding. The grant assistance that is being approved with the Action Plan is as follows:

Community Development Block Grant (CDBG) Program:	\$ 6,815,780.
HOME Investment Partnerships (HOME) Program:	\$ 2,799,335.
Emergency Shelter Grants (ESG) Program:	\$ 302,730.

The total allocation for your community:

\$ 9,917,845.

Your FY 2009 program year began on October 1, 2009.

We would like to take this opportunity to commend the County on the successful completion of the one-year Action Plan. We believe that the goals and objectives developed through this process provide the foundation for the formulation of new partnerships at all levels of government and with the private sector including for-profit and non-profit organizations.

These partnerships are invaluable as you and your partners address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for very low-income and low-income persons.

Enclosed are **three originals** of each of the required Grant Agreements and Funding Approvals. This constitutes the contract between our Department and the County. You should note any special conditions listed in the Funding Approvals. <u>Please return two executed</u> <u>originals for each Grant</u>, and retain the other for your records. In addition to the Grant Agreement, we have also enclosed a copy of "Consolidated Plan Advice and Guidance" applicable to the various Programs.

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

www.hud.gov or www.espanol.hud.gov

Again, we congratulate you and your staff on the preparation of the one-year Action Plan for FY 2009. We look forward to working with you during the coming year to accomplish the goals the County has set forth and to further refine and improve the Consolidated Plan development process. In the meantime, if you have any questions or desire assistance concerning this letter or other items related to the community development programs, please contact La Vora Bussey, CPD Representative, at (305) 5320-50 07.

Sincerely,

Armando Fana Miami Field Office Director

Enclosures

cc: Mr. Edward Lowery, Director of Housing & Community Development Elena M. Escovar, Planning Manager Cynthia Mathews, Housing Coordinator

## **SPECIAL CONTRACT CONDITIONS - FY 2009**

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

## CONSOLIDATED PLAN ADVICE AND GUIDANCE

## **Reporting Requirements for Fiscal Year 2009 Grants**

The Consolidated Annual Performance Evaluation Report (CAPER) (Section 91.520) for the 2008 Program Year is due in this office no later 90 days after your program year end date. Which includes CDBG, ES, HOME and ADDI.

## Integrated Disbursement Information System (IDIS)

The Community may add or delete individuals authorized to access the Integrated Disbursement and Information System (IDIS). An IDIS Access Request Form must be prepared, notarized and returned to this office with the Grant Agreement. The Direct Deposit sign-up Form (SF-1199A) must be completed: if there is the need to establish or change banking information. Both the Grantee and the financial institution must complete the form. The completed SF1199A Form must be returned to this office.

## **Environmental Review Procedures**

Certain activities included in the Consolidated Action Plan are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG Program). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A request for the release of funds must be accompanied by an environmental certification. Appropriate forms are enclosed. Technical assistance on these procedures is available from your CPD Representative or from Ubaldo A. Cazzoli, Environmental Specialist, at (305) 536-520-5005.

### **ESG Expenditure Deadlines**

There are two critical deadlines set forth in the ESG program regulations. Title 24 of the Code of Federal Regulations (CFR), Section 576.55(b), requires that all ESG grant amounts be obligated by 180 days and expended by 24 months after the date of the grant award letter. Any grant amounts that are not obligated and expended by these dates may be recovered and reallocated for use in accordance with 24 CFR 576.67. These deadlines represent maximum time periods. We trust that each grantee will make every effort to obligate and expend all funds within these periods.

### **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 Tax ID Number	4. Date use of funds may begin
Palm Beach County	59-6000785	(mm/dd/yyyy) 10/1/2009
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a. Project/Grant No. 1	6a. Amount Approved
301 North Oliver Avenue, 12 Floor	B-09-UC-12-0004	\$6,815,780.
West Palm Beach, FL 33401	5b. Project/Grant No. 2	6b. Amount Approved
Υ.	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 I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I 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 I 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.

			Grantee Name					
MariaR. Ortiz-Hill						-		
Title		Ti	le					
Director, Community Planning and Developm	ent							
Signature Olla Ster	2 Date (mm/dd/y 10/28/2009		gnature			,	Date (mm/dd/y	ууу)
7. Category of Title I Assistance for this Funding Action	8. Special Con		9a, Da	te HUD Received Sub	mission	10. check o	ne	
(check only one)	(check one)			n/dd/yyyy) 8/13/20	ł		Orig. Funding	
a. Entitlement, Sec 106(b)	None None			te Grantee Notified	<u> </u>		pproval	
b. State-Administered, Sec 106(d)(1)	Attache	d	(mr	n/dd/yyyy)		and the second se	Amendment	
c. HUD-Administered Small Cities, Sec 106(d)(2)(B)				te of Start of Program	Year	A	mendment Nur	nber
d. Indian CDBG Programs, Sec 106(a)(1)				n/dd/yyyy) 10/1/20	•			
e. Surplus Urban Renewal Funds, Sec 112(b)	11. Amount of	Community Developm						
f. Special Purpose Grants, Sec 107	Block Gra			FY (2009)	FY (	)	FY (	1
g. Loan Guarantee, Sec 108	a. Funds f	Reserved for this Grar	itee	1. (2005)				1
	b. Funds r	low being Approved		6915790	_	····	_	
		tion to be Cancelled		6815780				
	(11a mi	nus 11b)						
12a. Amount of Loan Guarantee Commitment now being Approved		12b. Name and con	nplete Add	ress of Public Agency				·····
		N/A						
Loan Guarantee Acceptance Provisions for Designated A	gencies:							
The public agency hereby accepts the Grant Agreement ex Department of Housing and Urban Development on the ab	ecuted by the							
respect to the above grant number(s) as Grantee designat	ed to receive	100 Name of Author	almost Office	ial for Designated Put				
loan guarantee assistance, and agrees to comply with the	he terms and	N/A		al for Designated Put	aic Agency			
conditions of the Agreement, applicable regulations, requirements of HUD now or hereafter in effect, perta	, and other							
assistance provided it.	aming to the	1100						
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HUD Accounting use Only				·····				
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Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd	yyyyy) Batch	Number	Transactic	on Code E	Intered By		Verified By	
				24 CF	R 570	for	m HUD-708	2 (4/93)
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## **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

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U.S. Department of Housing and Urban Development (By Name) MariaR. Ortiz-Hill			Grantee Nar	ne				
Title			Title					<u>_</u>
Director, Community Planning and Developm	ient		1110					
Signature	Date (mm/dd/y 10/28/2009		Signature	······			Date (mm/dd/yy	уу)
<ul> <li>7. Category of Title I Assistance for this Funding Action' (check only one)</li> <li>a. Entitlement, Sec 106(b)</li> <li>b. State-Administered, Sec 106(d)(1)</li> <li>c. HUD-Administered Small Cities, Sec 106(d)(2)(B)</li> <li>d. Indian CDBG Programs, Sec 106(a)(1)</li> <li>e. Surplus Urban Renewal Funds, Sec 112(b)</li> </ul>	8. Special Con (check one) None Attache	d	(m) 9b. D: (m) 9c. D: (m)	ate HUD Received Su n/dd/yyyy) 8/13/20 ate Grantee Notified m/dd/yyyy) ate of Start of Program m/dd/yyyy) 10/1/20	n Year	A b. /	ne Orig. Funding Approval Amendment Amendment Num	ber
f. Special Purpose Grants, Sec 107	Block Gra	Community Develo	pment	L ry (2000)				
🔲 g. Loan Guarantee, Sec 108		Reserved for this G	rantee	FY (2009)	FY (	)	FY(	)
		low being Approved		6815780				
		ation to be Cancelle nus 11b)	d					
12a. Amount of Loan Guarantee Commitment now being Approved Loan Guarantee Acceptance Provisions for Designated A The public agency hereby accepts the Grant Agreement ex Department of Housing and Urban Development on the ab respect to the above grant number(s) as Grantee designat loan guarantee assistance, and agrees to comply with th conditions of the Agreement, applicable regulations requirements of HUD now or hereafter in effect, perta assistance provided it.	agencies: ecuted by the ove date with ted to receive he terms and and other	N/A	·	iress of Public Agency				
HUD Accounting use Only						_		
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		Project Number		Amoi	unt			
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MariaR. Ortiz-Hill		Gra	intee Nam	10				
Title	·····	Title	<u> </u>					
Director, Community Planning, and Developm	ient	Thus						
Signature Colladore	Date (mm/dd/y		nature				Date (mm/dd/y	ууу)
<ul> <li>7. Category of Title I Assistance for this Funding Action (check only one)</li> <li>a. Entitlement, Sec 106(b)</li> <li>b. State-Administered, Sec 106(d)(1)</li> <li>c. HUD-Administered Small Cities, Sec 106(d)(2)(B)</li> <li>d. Indian CDBG Programs, Sec 106(a)(1)</li> <li>e. Surplus Urban Renewal Funds, Sec 112(b)</li> </ul>	8. Special Conditions (check one) None Attached		(mm 9b. Da (mm 9c. Dat (mm	te HUD Received Si v/dd/yyyy) 8/13/20 te Grantee Notified v/dd/yyyy) te of Start of Program v/dd/yyyy) 10/1/20	009 n Year	<u>ь</u>	one Orig. Funding Approval Amendment Amendment Nur	nber
f. Special Purpose Grants, Sec 107	Block Gra	Community Developme	ent		1		1	
🔲 g. Loan Guarantee, Sec 108		Reserved for this Grant		FY (2009)	FY (	)	FY (	)
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		now being Approved		6815780				
		ation to be Cancelled inus 11b)						
12a. Amount of Loan Guarantee Commitment now being Approved Loan Guarantee Acceptance Provisions for Designated A The public agency hereby accepts the Grant Agreement ex Department of Housing and Urban Development on the ab respect to the above grant number(s) as Grantee designat loan guarantee assistance, and agrees to comply with the conditions of the Agreement, applicable regulations requirements of HUD now or hereafter in effect, perta assistance provided it.	gencies: ecuted by the ove date with ted to receive he terms and , and other	12b. Name and com N/A 12c. Name of Author N/A Title Signature				/		
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Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd	d/yyyy) Batch	Number 1	Fransactio	n Code	Entered By		Verified By	
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## **Funding Approval and HOWE Investment Partnerships Agreement** Title II of the National Affordable Housing Act

and Urban Development Office of Community Planning and Development

(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.

1. Participant Name and Address	2. Participar	. Participant Number				
Palm Beach County	M-09-UC-12-0215					
301 North Oliver Avenue, 12 Floor	3. Tax Identification Number					
Sor rotal onto ritonic, 12 1 1001	59-6000	785				
West Palm Beach, FL 33401	4. Appropria	tion N	umber			
	5. FY (yyyy)					
	2008					
6. Previous Obligation (Enter "0" for initial FY allocation)				\$		
a. Formula Funds		\$		no de la companya de		
b. Community Housing Development Org. (CHDO) Competitive		\$				
7. Current Transaction (+ or -)	<b>---</b>	\$ 2,799,335				
a. Formula Funds	T	\$ 2,799,335				
1. CHDO (For deobligations only)		\$	}			
2. Non- CHDO (For deobligations only)		\$				
b. CHDO Competitive Reallocation or Deobligation (see #18 below	)	\$				
8. Revised Obligation				\$	A CONTRACTOR OF THE	
a. Formula Funds		\$	·····	¥		
b. CHDO Competitive Reallocation		\$				
9. Special Conditions (check applicable box)	10. Date of	Oblig	ation (Congressional R	elease Date)		
Not applicable 🔲 Attached			10/28/2009	•		
This Agreement between the Department of Housing and Urban Deve authority of the HOME Investment Partnerships Act (42 U.S.C. 1270 submission/Application and the HUD regulations at 24 CFR Part 92 (	1 et sea.). Th	ne Par	ticipating Jurisdiction's /	Entity's approved Consolidate	ad Dian	

submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

11. For the U.S. Depart Maria B. Ortiz-L	ment of HUD (Name a	nd Title of Au	horized Officia	al)	12 Signature	man	ZT	13. Date	Э	- <u></u>
	lill, Director, Comn		-		XQ	WWW &	Ø	10/	/ 28 / 20	09
14. For the Participating	g Jurisdiction/Entity (Na	ime and Title	of Authorized	Official	15. Signature	· · · · · · · · · · · · · · · · · · ·		16. Date	Э	
								1	' /	
17. Check one:					1					
	🛛 Initia	i Agreement		🗌 Amer	ndment #					
18. Funding Informati Source of Funds	on: <u>Appropriation Code</u>	PAS Code	<u>Amount</u> \$ \$ \$		DO Competitive rce of Funds	Reallocation Appropriation Code	PAS	<u>Code</u>	<u>Amount</u> \$ \$	

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

and Urban Development Office of Community Planning and Development (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 or 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.

1. Participant Name and Address	2. Participant Number					
Palm Beach County		M-09-UC-12-0215				
301 North Oliver Avenue, 12 Floor		3. Tax Identification Number				
West Palm Beach, FL 33401	4. Appropriatio					
	5. FY (yyyy) 2008					
6. Previous Obligation (Enter "0" for initial FY allocation)			\$			
a. Formula Funds	\$	; ;	and the second			
b. Community Housing Development Org. (CHDO) Competitive	\$		an and the second se			
7. Current Transaction (+ or -)	A	\$ 2,799,335				
a. Formula Funds	\$	\$ 2,799,335				
1. CHDO (For deobligations only)		\$				
2. Non- CHDO (For deobligations only)		\$				
b. CHDO Competitive Reallocation or Deobligation (see #18 below	v) \$	6 6				
8. Revised Obligation	······································		\$			
a. Formula Funds	\$	3				
b. CHDO Competitive Reallocation	5					
9. Special Conditions (check applicable box)	10. Date of O	bligation (Congressio	nal Release Date)			
🛛 Not applicable 🗌 Attached	(mm/dd/yy	yy) 10/28/2009				
This Agreement between the Department of Housing and Urban Dev	elopment (HUD)	and the Participating	Jurisdiction/Entity is made nursuant to the			

This Agreement between the Department of Housing and Orban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year specified, available to the rootsent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's ensure that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

11. For the U.S. Department of HUD (Name a Maria R. Ortiz-Hill, Director, Comr	nd Title of Authorized Offic nunity Planning and F	cial) 12. Signature	13. Date
		Aller	10/28/2009
	or the Participating Jurisdiction/Entity (Name and Title of Authorized Official)		16. Date
17. Check one:			/ / /
		_	
🖂 Initia	l Agreement	Amendment #	
18. Funding Information:		CHDO Competitive Reallocation	
Source of Funds Appropriation Code	<u>PAS Code</u> <u>Amount</u> \$ \$ \$	Source of Funds Appropriation C	<u>code PAS Code Amount</u> \$ \$

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

and Urban Development Office of Community Planning and Development

(Exp. 05/31/2007)

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1. Participant Name and Address	2. Participant	Number				
Palm Beach County	M-09-UC-12-0215					
301 North Oliver Avenue, 12 Floor	3. Tax Identification Number					
	59-6000785					
West Palm Beach, FL 33401 4. Appropria		ppropriation Number				
	<b>5 5 1</b>					
	5. FY (yyyy) 2008					
6. Previous Obligation (Enter "0" for initial FY allocation)			\$			
a. Formula Funds	\$	· · · · · · · · · · · · · · · · · · ·				
b. Community Housing Development Org. (CHDO) Competitive	\$					
7. Current Transaction (+ or -)		\$ 2,799,335				
a. Formula Funds	\$	2,799,335				
1. 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						
		ate of Obligation (Congressional Release Date)				
Not applicable	(mm/dd/yyyy) 10 / 28 / 2009		• •			
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11 For the U.C. Dependences	- 4 1 11 105 /41									
11. For the U.S. Department of HUD (Name and Title of Authorized Official)			12. Signature	ANNA NI	13. Date					
Maria R. Ortiz-Hill, [		-	-		A	llllth		10	/ 28 / 2	2009
14. For the Participating Juri	Participating Jurisdiction/Entity (Name and Title of Authorized Official)			Official)	15. Signature	1	/	16. Date		
······································								1	' /	
17. Check one:										
	🛛 Initia	l Agreement		Amer	ndment #					
18. Funding Information: Source of Funds App	propriation Code	PAS Code	Amount		00 Competitive rce of Funds	Reallocation Appropriation Code	PAS	Code	Amoun	.+
			\$		- <u></u>	<u>,</u>	110		\$ \$	<u>I</u>
			φ							

Grant No,:: <u>S-09-UC120016</u> Official Contact Person: <u>Ms. Elena M. Escovar</u> Telephone No: <u>(561) 656-3601</u> FAX: (561) 656-7557 Email No: <u>eescobar@pbcgov.org</u> Tax ID No: <u>59-6000785</u> Unit of Government No: <u>129099</u>

## FY 2009 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 2009 of the Emergency Shelter Grants Program in the amount of 302,730. 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:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development
By: <u>Accorded 10/28/2009</u> Signature and Date
Maria R. Ortiz-Hill
Name of Signatory

<u>Community Planning and Development Director</u> Title

## **GRANTEE**

By:

Signature and Date

Typed Name of Signatory

Title

Grant No,.: S-09-UC120016 Official Contact Person: Ms. Elena M. Escovar Telephone No: (561) 656-3601 FAX: (561) 656-7557 Email No: eescobar@pbcgov.org Tax ID No: 59-6000785 Unit of Government No: 129099

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<u>Community Planning and Development Director</u> Title

## GRANTEE

By:

Signature and Date

Typed Name of Signatory

Title

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Community Planning and Development Director
Title

# GRANTEE

By:

Signature and Date

Typed Name of Signatory

Title