

Date 11/9/16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

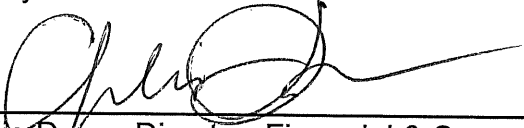
Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	202,190				
External Revenue	(161,752)				
Program Income					
In-Kind Match (County)	40,438				
NET FISCAL IMPACT	40,438				

# ADDITIONAL FTE POSITIONS (Cumulative)	1				
--	---	--	--	--	--

Is Item Included In Current Budget: Yes X No

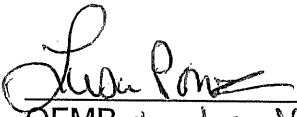
Budget Account No.:
Fund 1001 Dept 142 Unit 1435 Object Var. Program Code Var. Program Period GY16

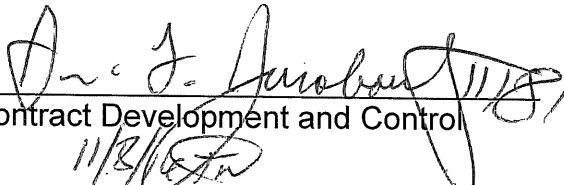
B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding source is HUD and County match.

C. Departmental Fiscal Review: 
Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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


OFMB 11/3/16
10/27 11/2 11/3


Contract Development and Control 11/8/16
11/3/16

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:


Department Assistant Director


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



MEMORANDUM

TO: Verdenia C. Baker, County Administrator
Board of County Commissioners

THRU: Nancy L. Bolton, Assistant County Administrator
Board of County Commissioners 

FROM: Taruna Malhotra, Assistant Department Director
Community Services Department 

DATE: September 27, 2016

RE: 2015 U.S. Department of Housing and Urban Development
Continuum of Care Program Grant Agreement


In accordance with BCC approval granting signature authority to the County Administrator, or designee, on January 26, 2016 (Agenda Item 3E-3), your signature is needed on the 2015 U.S. Department of Housing and Urban Development (HUD) Continuum of Care Grant Agreement No. FL0595L4D051500. The grant period shall be the date of execution by HUD and is expected that the grant period will be for one (1) year upon receipt of funding. The total grant budget is \$202,190, which consists of \$161,752 from HUD and a required 25% County cash match of \$40,438. The County's cash match FY 2017 budget is \$17,994. As a result of receiving a larger grant award than in the prior year, staff will submit a request for additional County match in the amount of \$22,444 and submit a request for a new grant funded position at the next BCC Commission meeting.

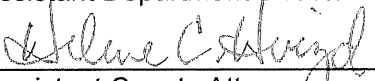
Since 2006, the Division of Human Services has served as the Lead Agency for the Palm Beach County Homeless Continuum of Care (CoC). HUD has recently expanded CoC evaluation requirements for system and project performance monitoring for local, state and federal funding outcomes to ensure accurate reporting compliance. As a result, this grant agreement will fund one (1) full time equivalent (FTE) grant funded position for a Program Evaluator (Pay Grade 34) and provide additional funding for the coordination of activities related to ending homelessness.


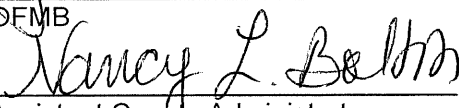
Staff will submit the grant agreement at the next available Commission meeting as a "Receive and File" item to allow the Clerk's Office to Receive and File the document in accordance with PPM CW-0-051.

If additional information is needed, please contact Georgiana Devine at (561) 355-4778.

Approved by:


Assistant Department Director


Assistant County Attorney


OFMB

Assistant County Administrator

Attachments:

1. Agenda Item 3E-3, dated January 26, 2016
2. HUD CoC Grant Agreement (3)

Department of
Community Services

810 Datura Street

West Palm Beach, FL 33401

(561) 355-4700

Fax: (561) 355-3863

www.pbcgov.com

Palm Beach County
Board of County
Commissioners

Mary Lou Berger, Mayor

Hal R. Valeche, Vice-Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs		202,190			
External Revenue		(161,752)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT		40,438			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget: Yes X No

Budget Account No.:

Fund 1001 Dept 142 Unit 1435 Object Var. Program Code Var. Program Period GY16.

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

Funding source is HUD and County match.

C. **Departmental Fiscal Review:** _____
Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Sheng Bao
OFMB 10/2/21

Contract Development and Control
B. Wheeler 10-23-15

B. Legal Sufficiency:

Helene C. Boyd
Assistant County Attorney

C. Other Department Review:

Department Director

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



Tax ID No.: 59-6000785
CoC Program Grant Number: FL0595L4D051500
Effective Date: 9/7/2016
DUNS No.: 078470481

CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this 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").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

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

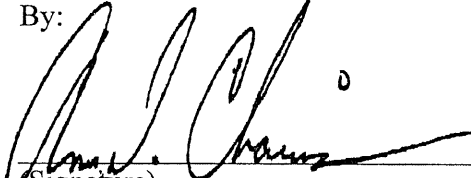
The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:


(Signature)


Ann D. Chavis, Director
(Typed Name and Title)

September 7, 2016
(Date)

RECIPIENT

Palm Beach County Board of County Commissioners
(Name of Organization)

By:



(Signature of Authorized Official)

Verdenia C. Baker, County Administrator
(Typed Name and Title of Authorized Official)

9/29/16
(Date)

Approved As To Form
And Legal Sufficiency

By:


Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

BY:


DEPARTMENT HEAD

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant and project is \$__161752__, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

Project No.	Performance Period
FL0595L4D051500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 161752
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 0

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 59-6000785
CoC Program Grant Number: FL0595L4D051500
Effective Date: 9/7/2016
DUNS No.: 078470481

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
------------------	-----------------------	---------------------------	------------------

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET Transfer

Page 1 of 1

BGEX - 820 - 101916*0112

FUND (0001) - General Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 10/19/2016	REMAINING BALANCE
EXPENDITURE								
820 9900	9901 Contingency Reserves	20,000,000	20,802,520	0	23,249	20,779,271		
820 9100	9002 Tr To HUD-Housing and Urban Development	102,953	102,953	23,249	0	126,202		
Total Expenditures				23,249	23,249	0		

Signatures

Date

By Board of County Commissioners
At Meeting on November 22, 2016

COMMUNITY SERVICES Taruna Malhotra

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

BGEX - 142 - 090716*1910
BGRV - 142 - 090716*0545

FUND (1001) HUD - Housing and Urban Development

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/19/16	REMAINING BALANCE
REVENUE								
142 1435 3169	Fed Grnt Other Human Services	68,755	68,755	92,997		161,752	0	0
142 1435 8000	Tr Fr General Fund FD 0001	17,189	17,189	23,249		40,438		
Total Revenue		171,708	171,708	116,246	0	287,954	0	287,954
EXPENDITURE								
142 1435 1201	Salaries & Wages Regular	47,967	47,967	116,246		164,213	0	0
Total Expenditures		171,708	171,708	116,246	0	287,954		287,954

Signatures

Date

By Board of County Commissioners
At Meeting on: November 22, 2016

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Taruna Malhotra

Administration/Budget Department Approval

OFMB Department - Posted

Taruna Malhotra

Deputy Clerk to the
Board of County Commissioners