

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 11, 2017	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Division of Human And Veteran Services

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: U.S. Department of Housing and Urban Development (HUD) FY 2016 Continuum of Care (CoC) Program Grant Agreement No. FL0663L4D051600, for the period of October 1, 2017, through September 30, 2018, in the amount of \$147,485 to provide funding for the coordination of activities related to ending homelessness.

**Summary:** The Palm Beach County CoC Planning Project grant provides funding for the coordination and evaluation of activities related to ending homelessness. These activities involve coordination of monthly CoC and Sub-Committee meetings, homeless service system performance evaluation, technical assistance and training, and annual monitoring of all CoC and emergency shelter grant funded projects to ensure performance outcomes and fiscal accountability. A 25% cash match of \$36,872 is required and is included in the proposed FY 2018 budget. This grant agreement was executed by delegated authority. On October 18, 2016, the BCC authorized the County Administrator, or designee, to execute agreements for this purpose. This grant agreement is being submitted in accordance with Countywide PPM No. CW-O-051 to allow the Clerk and Comptroller's Office to receive and file this item. (Division of Human and Veteran Services) Countywide (HH)

**Background and Justification:** Since 2006, the Division of Human and Veteran Services (DHS) has acted as the lead agency for the Palm Beach County Continuum of Care. As a result of the 2009 HEARTH Act, HUD implemented CoC planning projects to provide funds for the collaboration of the CoC, which in Palm Beach County is known as the Homeless and Housing Alliance. Beginning in 2002, HUD required CoCs to implement a single database to track homeless prevention and homeless services provided to individuals and families through local, state and federal funding sources. The DHS works in conjunction with Information Support Systems to administer the Homeless Management Information System (HMIS).

**Attachments:** HUD FY 2016 Program Grant Agreement No. FL0663L4D051600 with Walkthrough Memo

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Recommended By:	<u>James E. Hall</u>	<u>6/19/17</u>
	Department Director	Date
Approved By:	<u>Nancy L. Belton</u>	<u>6/30/17</u>
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs		184,357			
External Revenue		(147,485)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT		36,872			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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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 GY17

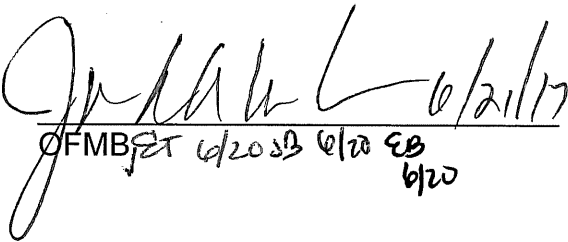
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

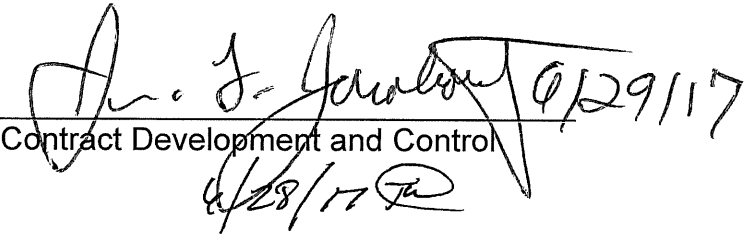
Funding source is HUD and County match.

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

**III. REVIEW COMMENTS**

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

  
OFMB 6/20/17 6/20/17 6/20/17

  
Contract Development and Control 6/29/17 6/28/17

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

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

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



**Community Services Department**

810 Datura Street  
West Palm Beach, FL 33401  
(561) 355-4700  
FAX: (561) 355-3863  
[www.pbcgov.com](http://www.pbcgov.com)

**Palm Beach County  
Board of County  
Commissioners**

Paulette Burdick, Mayor  
Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

**MEMORANDUM**

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

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

FROM: James Green, Director  
Community Services Department

DATE: May 3, 2017

RE: 2016 U.S. Department of Housing and Urban Development  
Continuum of Care Program Grant Agreement

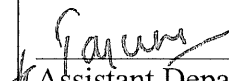
In accordance with BCC approval granting signature authority to the County Administrator, or designee, on October 18, 2016 (Agenda Item 3E-3), your signature is needed on the 2016 U.S. Department of Housing and Urban Development (HUD) Continuum of Care Grant Agreement No. FL0663L4D051600, for an amount not to exceed \$147,485. A 25% cash match of \$36,872 is required and was requested in the FY 2018 budget. The grant period shall be for October 1, 2017, through September 30, 2018.

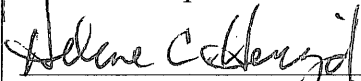
Since 2006, the Division of Human & Veteran Services has served as the Lead Agency for the Palm Beach County Homeless Continuum of Care (CoC). This agreement will provide funding for the coordination of activities related to ending homelessness. It also provides funding for the evaluation of system and project performance evaluations to ensure compliance with federal funding outcome requirements.

Staff will submit the 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

  
QFMB

  
Assistant County Administrator

**Attachments:**

1. Agenda Item No. 3E-3, dated October 18, 2016
2. HUD CoC Grant Agreement (3)

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 18, 2016

☒ [X]  
☐ [ ]

Consent

☐ [ ]  
☐ [ ]

Regular

Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

PT IPB 6-0  
HV abs  
R-2016-1437

R-2016-1438

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to:

**A) ratify** signature of the Mayor on the 2016 U.S. Department of Housing and Urban Development (HUD) Palm Beach County Continuum of Care (CoC) Project Application, for the proposed project period October 1, 2017, through September 30, 2018, in an amount, of \$147,485 for the coordination of planning activities related to ending homelessness; and

**B) ratify** signature of the Mayor on the Certification of Consistency with Consolidated Plan Form 2991; and

**C) delegate** to the County Administrator, or designee, signature authority to sign the 2016 HUD CoC Program Grant Agreement, grant amendments, or required forms for the CoC Planning Project.

**Summary:** The Palm Beach County CoC Planning Project grant will provide funding for the coordination and evaluation of activities related to ending homelessness. These activities involve coordination of monthly CoC and Sub-Committee meetings, administration of the Homeless Management Information System, annual preparation of HUD CoC grant application, technical assistance, and monitoring of local grant recipients. The actual grant period will be established by HUD. A 25% cash match of \$36,872 is required and will be requested in the FY 2018 budget cycle. The emergency signature process was utilized because there was insufficient time to submit this application through the regular agenda process. (Human Services) Countywide (HH)

**Background and Justification:** Since 2006, the Division of Human Services (DHS) has acted as the lead agency for the local Continuum of Care. As a result of the 2009 HEARTH Act, HUD implemented CoC Planning projects to provide funds for the collaboration of the CoC, which in Palm Beach County is known as the Homeless and Housing Alliance.

**Attachments:**

1. Grant Project Application with Walkthrough Memo
2. Certification of Consistency with Consolidated Plan HUD Form-2991

Recommended By: Tanum  
Department Director

09/27/16  
Date

Approved By: Nancy L. Bolton  
Assistant County Administrator

10/12/16  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs		\$184,357			
External Revenue		(\$147,485)			
Program Income					
In-Kind Match (County)		\$36,872			
NET FISCAL IMPACT		\$36,872			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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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 GY17

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

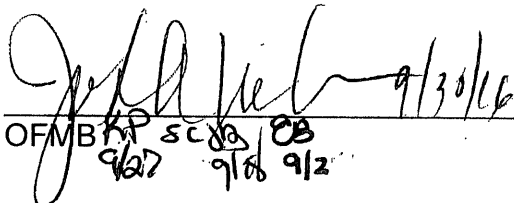
Funding source is HUD and County match.

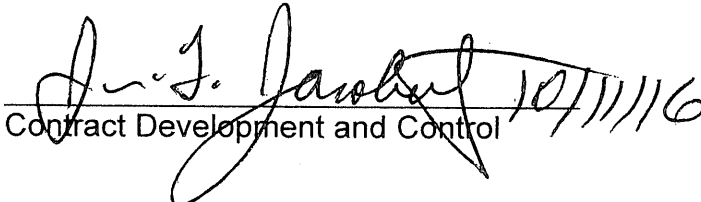
### C. Departmental Fiscal Review:

  
Julie Doye, Director of Finance and Support Services

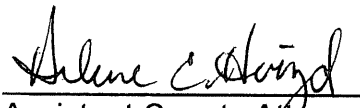
## III. REVIEW COMMENTS

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

  
OFMB Fiscal 9/30/16  
9/27 9/28 9/2

  
Contract Development and Control 10/11/16

### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

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

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



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
909 SE First Avenue  
Miami, FL 33131

**Tax ID No.: 59-6000785**  
**CoC Program Grant Number: FL0663L4D051600**  
**Effective Date: 3/31/2017**  
**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" represents 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 Rule.

The Application is incorporated herein as part of this Agreement, except that only those 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 FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the 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 the usage 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 the 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, the 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. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient's 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, 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;
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 ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, 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 responsible for 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.

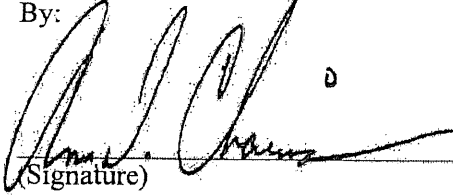
By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).



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

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

By:

  
(Signature)

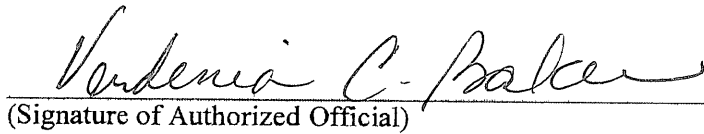
Ann D. Chavis, Director  
(Typed Name and Title)

March 31, 2017  
(Date)

**RECIPIENT**

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

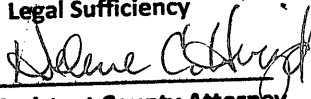
By:

  
(Signature of Authorized Official)

~~Max Lou Berger, Mayor~~ Verdenia C. Baker, County Administrator  
(Typed Name and Title of Authorized Official)

5/18/17  
(Date)

**Approved As To Form  
And Legal Sufficiency**

By:   
Assistant County Attorney

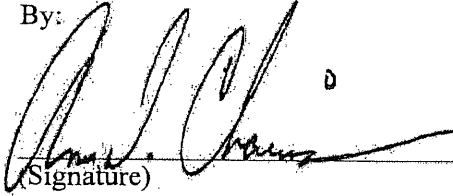
**APPROVED AS TO TERMS  
AND CONDITIONS**

BY:   
DEPARTMENT HEAD

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

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

By:

  
(Signature)

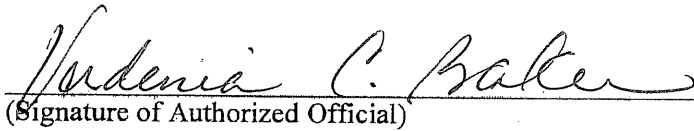
Ann D. Chavis, Director  
(Typed Name and Title)

March 31, 2017  
(Date)

**RECIPIENT**

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

By:

  
(Signature of Authorized Official)

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

5/18/17  
(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 FY2016 COMPETITION

1. The projects listed on this Scope of Work are 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 projects 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 the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant is \$ \_\_147485 \_\_, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project’s approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, 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	Total Amount
FL0663L4D051600	-	\$ 147485

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 147485
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0

- |  |      |
|--|------|
| k. Administrative costs                          | \$ 0 |
| l. Relocation Costs                              | \$ 0 |
| m. Housing relocation and stabilization services | \$ 0 |
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 following project 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 by the recipient and used for eligible activities. Program income may also be counted as match.

Tax ID No.: 59-6000785  
CoC Program Grant Number: FL0663L4D051600  
Effective Date: 3/31/2017  
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>
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