

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 4, 2020 Consent Regular
 Ordinance Public Hearing

Department: Department of Housing and Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: the following three (3) documents:

- A) Grant Agreement/Funding Approval with the U.S. Department of Housing and Urban Development (HUD) in the amount of \$6,406,686 for the Fiscal Year 2019-2020 Community Development Block Grant Program (CDBG);
- B) Funding Approval and HOME Investment Partnerships Agreement with HUD in the amount of \$2,145,072 for the Fiscal Year 2019-2020 HOME Investment Partnerships Program (HOME); and
- C) Grant Agreement/Funding Approval with HUD in the amount of \$546,649 for the Fiscal Year 2019-2020 Emergency Solutions Grant Program (ESG). ↗

Summary: The attached documents were executed on behalf of the Board of County Commissioners (BCC) by the Director of the Department of Housing and Economic Sustainability (DHES) in accordance with Resolution R2019-0979, approved by the BCC on July 2, 2019, that delegated such authority to the County Administrator or designee. The grant agreements/funding approvals which constitute the contracts between HUD and the County for the receipt of Federal funds are now being submitted to the BCC to receive and file. In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. **The ESG required local match (\$546,649) will be provided by the four (4) ESG-funded agencies, the Department of Community Services, and DHES. The HOME required local match (\$455,828) will be provided from the State Housing Initiatives Partnership Program. CDBG funds require no local match.** Countywide (HJF)

Background and Justification: Palm Beach County receives annual allocations of CDBG, HOME, and ESG Program funds from HUD. On July 2, 2019, under R2019-0979, the BCC approved the Fiscal Year 2019-2020 Action Plan, which is Palm Beach County's application to HUD for funding under the CDBG, HOME, and ESG Programs. These Grant Approvals/Funding Agreements constitute the contracts between HUD and Palm Beach County for Federal funds.

Attachment(s):
1. Documents as listed in A to C

Recommended By: Jonathan Brown 12/20/19
Department Director Date

Approved By: Donna M. Mills 1/24/2020
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$10,130,88				
External Revenues	(9,554,235)				
Program Income	(30,000)				
In-Kind Match (County)	(430,651)				
NET FISCAL IMPACT	115,998				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

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

Funding for the referenced grants was appropriated on July 2, 2019, agenda item 5A-3. \$10,130,884 was awarded to Palm Beach County Department of Housing and Economic Sustainability for the following programs: CDBG: \$6,406,686 (plus program income of \$30,000); ESG: \$546,649; and HOME: \$2,145,072. The \$30,000 will be provided by CDBG program income earnings. A required \$455,828 HOME match will be provided by 2019-2020 State SHIP funds (Fund 1100) and a \$430,651 required in-kind match will be provided by ESG sub-recipient agencies. The \$115,998 net fiscal impact represents the Department of Community Services (\$105,748) and the Department of Housing and Economic Sustainability (\$10,250). An agenda item will be submitted to reconcile the 2019-2020 budget to the funding levels approved by HUD.

C. Departmental Fiscal Review: Thomas for
 Shairette Major, Fiscal Manager II

III. REVIEW COMMENTS

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

Shirley R 1/22/2020
 OFMB 1/13 8/13

Ar. J. Jacoby 1/23/2020
 Contract Development and Control
 1/23/2020 JW

B. Legal Sufficiency:

AFJal 1/24/20
 Assistant County Attorney

C. Other Department Review:

 Department Director

1. Name of Grantee (as shown in item 5 of Standard Form 424) Palm Beach County	3a. Grantee's 9-digit Tax ID Number 596000785	3b. Grantee's 9-digit DUNS Number 078470481
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406-1485	4. Date use of funds may begin 10/01/2019	
	5a. Project/Grant No. 1 B-19-UC-12-0004	6a. Amount Approved \$6,406,686.00
	5b. Project/Grant No. 2	6b. 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.

U.S. Department of Housing and Urban Development (By Name) Ann D. Chavis		Grantee Name (Contractual Organization) Palm Beach County	
Title CPD Director		Title Director	
Signature 	Date 10/23/2019	Signature 	Date 12/12/19

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 08/16/2019	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 08/19/2019	
		9c. Date of Start of Program Year 10/01/2019	
11. Amount of Community Development			
Block Grant		FY (2019)	FY (2018)
a. Funds Reserved for this Grantee		\$6,405,098.00	\$1,588.00
b. Funds now being Approved			\$.00
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Palm Beach County N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of 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.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature N/A

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)
	153										
	176										
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By						

(5/15)

24 CFR 570form HUD-7082

**APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY**

COUNTY ATTORNEY

Palm Beach County
 FY 2019 Grant Agreement#B-19-UC-12-0004
 CDBG Special Conditions

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For

Palm Beach County
FY 2019 Grant Agreement#B-19-UC-12-0004
CDBG Special Conditions

the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - 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.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

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

1. Participant Name and Address Palm Beach County 100 Australian Avenue 5 th Floor, Airport Centre 1 West Palm Beach, FL 33406		2. Grant Number M19-UC120215	
		3a. Tax Identification Number 596000785	3b. Unique Entity Identifier (formerly DUNS) 078470481
		4. Appropriation Number 869/20205	5. FY 2019
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0
a. Formula Funds		\$2,145,072.00	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$2,145,072.00
a. Formula Funds		\$2,145,072.00	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) 10/23/2019	
11. Indirect Cost Rate*		12. Period of Performance 10/23/2019 - 09/01/2027	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
NA	___%		
---	___%		
---	___%		
---	___%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban 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 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.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)		14. Signature	15. Date 10/23/2019
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) <i>Jonathan Brown, Director</i>		17. Signature <i>Jonathan Brown</i>	18. Date 12/12/19

19. Check one:
 Initial Agreement Amendment #

Source of Funds	Appropriation Code	PAS Code	Amount
2019	86 9/2 0205	HMF (G)	\$2,136,838.00
2018	86 8/1 0205	HMF (F)	\$5,068.00
2017	86 7/0 0205	HMF (C)	\$3,166.00

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
 COUNTY ATTORNEY

Palm Beach County

FY 2019 Grant Agreement #E-19-UC-12-0004
ESG Special Conditions

ATTACHMENT: Indirect Cost Rate Provision for ESG

➤ **Indirect Cost Rate**

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement. This information is required under 2 CFR part 200.210(a)(15).

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

➤ **Eligibility Conditions for Youth**

- Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services.
- Unaccompanied youth aged 24 and under or families headed by youth aged 24 and under who are living in unsafe situations may be served by youth-serving providers.

➤ **Recipient Integrity and Performance Matters**

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200 - Award Term and Condition for Recipient Integrity and Performance Matters.