

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 11, 2020 [X] Consent [] Regular
[] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) receive and file the U.S. Department of Housing and Urban Development (HUD) Youth Homelessness Demonstration Grant Agreement, for a period to be established by the funder, in an amount up to \$147,970, to support the development of a coordinated community plan to prevent and end youth homelessness in Palm Beach County;

B) approve two (2) full-time equivalent (FTE) grant-funded positions for a Program Evaluator (Pay Grade 34) and a Contract Analyst (Pay Grade 36); and

C) approve a budget amendment in the amount of \$147,970 in the Housing and Urban Development Fund, to align the budget to the grant award.

Summary: On August 20, 2019, the Board of County Commissioners (BCC) approved the 2018 HUD Youth Homelessness Demonstration Project Grant Application, which made available approximately \$75,000,000 nationwide for existing Continuum of Care (CoC) Program recipients to apply for funding. The Palm Beach County CoC was awarded \$4,932,359 to help prevent and end youth homelessness. The Division of Human and Veteran Services will receive up to 10% of the \$4,932,359 award for planning costs. This award is part of the 10% allowance; additional funds will be allocated by HUD at a later date. HUD requires an additional agreement in order for CoC Program recipients to use a portion of the awarded funding towards planning costs. The Youth Homelessness Demonstration Grant Agreement allows for the coordination of planning activities related to preventing and ending youth homelessness. The grant agreement will fund two (2) new grant funded positions, which include a Program Evaluator (Pay Grade 34) and a Contract Analyst (Pay Grade 36). These positions will have the responsibility of creating and supporting activities of the Youth Action Board, as well as implementing, evaluating and facilitating the work of the grant agreement. The grant-funded positions will be for the length of grant and will be eliminated if funding is discontinued. A 25% in-kind match of \$36,993 is required and is included in the FY 2020 Division of Human and Veteran Services operation budget. No additional County funds are required. On August 20, 2019, the BCC authorized the County Administrator, or designee, to execute additional documents related to the 2018 HUD Youth Homelessness Demonstration Project Grant Application. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. (Division of Human and Veteran Services) Countywide (HH)

Background and Justification: The CoC has extensive experience in administering federal grants and assembled a community-based project team to assist with the application process. DHVS serves as the Lead Agency and is responsible for grant administration. CoC has identified homeless youth as a target population with limited resources. As a result, the CoC is seeking to expand the funding for vital services and housing this population.

Attachment:

- 1. HUD Youth Homelessness Demonstration Grant Agreement with Walkthrough Memo
2. Budget Amendment

Recommended By: [Signature] Department Director Date: 1/23/20
Approved By: Nancy A. Belton Assistant County Administrator Date: 1/27/20

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	184,963				
External Revenue	(147,970)				
Program Income					
In-Kind Match (County)	(36,993)				
NET FISCAL IMPACT	0	0	0		

# ADDITIONAL FTE POSITIONS (Cumulative)	2				
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Is Item Included in Current Budget? Yes No X
 Does this item include the use of federal funds? Yes X No

Budget Account No.:
 Fund 1001 Dept 142 Unit 436 Object Var. Program Code Program Period

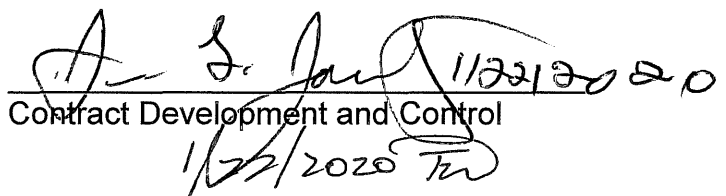
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Source of funding is the U.S. Department of Housing and Urban Development (HUD).

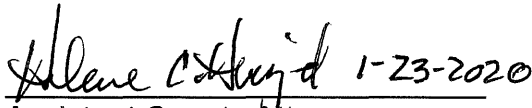
C. Departmental Fiscal Review: 
 Julie Dowe, Director, Financial & Support Svcs

III. REVIEW COMMENTS

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


 OFMB BR114 8/1/16


 Contract Development and Control
 1/23/2020 TW

B. Legal Sufficiency:

 Assistant County Attorney
 1-23-2020

C. Other Department Review:

 Department Director

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

MEMORANDUM

Attachment 1



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

Nancy Bolton

James Green

DATE: December 3, 2019

RE: 2018 U.S. Department of Housing and Urban Development (HUD) Youth Homelessness Demonstration Grant Agreement

In accordance with BCC approval granting signature authority to the County Administrator, or designee, on August 20, 2019, your signature is needed on the Youth Homelessness Demonstration Grant Agreement.

On August 20, 2019, the BCC approved the 2018 HUD Youth Homelessness Demonstration Project (YHDP) Grant Application, which made available approximately \$75 million nationwide for existing Continuum of Care (CoC) Program recipients to apply for funding. The Division of Human and Veteran Services was awarded \$4.93 million to help prevent and end youth homelessness. The Grantor requires that additional forms are signed in order to use a portion of the awarded funding towards planning costs.

The Youth Homelessness Demonstration Grant Agreement allows for the coordination of planning activities related to preventing and ending youth homelessness, for a grant period established by the funder, in an amount up to \$147,970. An additional 25% in-kind County match of \$36,993 is required.

The grant agreement will fund two (2) new grant funded positions, which include a Program Evaluator (Pay Grade 34) and a Contract Analyst (Pay Grade 36). These positions will have the responsibility of creating and supporting activities of the Youth Action Board, as well as implementing, evaluating and facilitating the work of the YHDP Grant Agreement.

The grant agreement was made available on December 2, 2019 with instructions to submit no later than December 6, 2019. HUD recommends submitting the grant agreement as soon as possible due to the complexities of the online submission process. The target for submission is December 6, 2019. The walkthrough process is being utilized because there is insufficient time to submit the grant agreement through the regular agenda process. Staff will submit this item at the next available BCC meeting.

If additional information is needed, please contact Wendy Tippett, at (561) 355-4775.

[Signature]
Assistant Department Director
[Signature]
Assistant County Attorney

[Signature]
OFMB
[Signature]
Assistant County Administrator

- Attachments:
1. 2018 Youth Homelessness Demonstration Grant Agreement (2)
2. Agenda Item 3E-8, dated August 20, 2019

Community Services Department
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

- Dave Kerner, Mayor
- Robert S. Weinroth, Vice Mayor
- Hal R. Valeche
- Gregg K. Weiss
- Mary Lou Berger
- Melissa McKinlay
- Mack Bernard

County Administrator

Verdenia C. Baker



"An Equal Opportunity Affirmative Action Employer"

Tax ID No.: 59-6000785
Community: FL-605 Palm Beach County
Grant Number: FL0758Y4D051800
Effective Date: 11/26/2019
DUNS No.: 078470481

**YOUTH HOMELESSNESS DEMONSTRATION GRANT AGREEMENT
(CFDA#14.276)**

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).

Under the authority of the Consolidated Appropriations Act, 2018 (Pub. L. 115-141) (the Act), and pursuant to the General Section to HUD's Fiscal Year 2018 Notice[s] of Funding Availability for Discretionary Programs, and the Youth Homelessness Demonstration Program Notice of Funding Availability, published March 14, 2019 (the NOFA), HUD selected 23 communities to participate in the Youth Homelessness Demonstration. Recipient was designated by the Community listed above the title of this Agreement to apply for funding for the project identified on the attached Scope of Work, which is to be carried out within the geographic area of the Community.

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 meaning given in the NOFA. If a term is not defined in the NOFA, then the term shall have the meaning given in the Continuum of Care Program regulation, 24 CFR part 578 (the Regulation).

The Application is incorporated herein as part of this Agreement, except as modified on the attached Scope of Work exhibit. In the event of any conflict between the Application and any provision contained in this Agreement, this Agreement shall control.

The use of Grant Funds under this Agreement is subject to the requirements imposed by the NOFA.

Effective Date and Period of Performance. 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(s) of Work 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 Scope of Work without Recipient signature, after the operating start date is established in eLOCCS.

Environmental Review. No funds may be drawn down by Recipient until HUD has approved site control pursuant to the Environmental Requirements of the NOFA.

Applicable Regulations. Although the Grant is not a Continuum of Care program Grant, the NOFA made Continuum of Care program requirements applicable to the use of Grant funds. The Grant is subject to the following provisions of the Regulation, except where they conflict with the NOFA requirements, and with the proviso that Grant funds may only be used to serve homeless youth, age twenty-four (24) and younger: 24 CFR 578.3, 578.15, 578.23(a), 578.25, 578.27, 578.29, 578.37, 578.43, 578.45, 578.47, 578.49, 578.51, 578.53, 578.55, 578.57, 578.59, 578.61, 578.63, 578.73(c), 578.75, 578.77, 578.79, 578.81, 578.83, 578.85, 578.87, 578.89, 578.89, 578.91, 578.93, 578.95, 578.97, 578.99, 578.103(a)(3) - (18) and (b) - (e), 578.107 and 578.109. The requirements of 2 CFR 200.306, with the exception of 200.306(b)(5) apply. Grants for planning costs are subject to 24 CFR 578.7(c) and (d) and 578.39(b) and (c), but Grant funds may only be used for costs of planning related to preventing and ending youth homelessness in the Community.

Matching Requirements. The Recipient or Subrecipient must match all Grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. The 25 percent match must be provided on a Grant-by-Grant basis. Match must be used for the costs of activities that are eligible under subpart D of 24 CFR part 578. If program income will be used as a source of match it must have been shown in the Application.

HMIS. Unless the Grant is for the costs of coordinated entry or planning costs, Recipient must participate in the Community's HMIS system and contribute data to it. Victim service providers must use a comparable database that complies with HUD's HMIS requirements.

Indirect cost rate. If Grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates 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. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the Subrecipient carrying out that project

Consistency with the Community Plan. Projects must be consistent with the Community's HUD-approved Coordinated Community Plan (the Plan) to prevent and end youth homelessness. If the Community has developed and obtained HUD approval of the Plan in response to the NOFA,

Recipient represents that the project funded by this Grant is consistent with the Plan. If the Community has not, as of execution of this Agreement obtained HUD approval of the Plan and if HUD determines the project funded by this Agreement is not consistent with the submitted Plan, HUD may withhold approval of the Plan or refuse to award funds to any additional projects until the Plan and this project are consistent, to be determined by HUD in its sole discretion. Operating a project in a manner that is inconsistent with the HUD-approved Plan constitutes a material breach of this Agreement, for which HUD may declare Recipient in default of the Agreement and seek remedies available pursuant to 24 CFR 578.107.

Grant and project changes. Recipient may not make any significant changes to the project without prior HUD approval, evidenced by a Grant amendment signed by HUD and the Recipient. Significant changes include a change of Recipient; a shift in a single year of more than 10 percent of the total amount awarded under the Grant for one approved eligible activity category to another activity; a permanent change in the subpopulation served by the project funded under the Grant; and a permanent proposed reduction in the total number of units funded under the Agreement. Approval of substitution of the Recipient is contingent on the new Recipient meeting the capacity criteria in the NOFA. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible homeless youth within the Community. Any changes not requiring a Grant amendment must be fully documented in the Recipient's or Subrecipients' records.

Notice. HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

FAPHS. The following provisions apply to Grants that may include more than \$500,000 over the Period of Performance:

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the Period of Performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPHS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

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 or 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]
(Signature)

Jemine A. Bryon, Deputy Assistant Secretary for Special Needs
(Typed Name and Title)

11/26/2019
(Date)

RECIPIENT

Palm Beach County Board of County Commissioners

[Signature]
(Name of Organization)

BY: [Signature]
(Signature of Authorized Official)

Verdeña C. Baker, County Administrator

[Signature]
(Typed Name and Title of Authorized Official)

12/5/19
(Date)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

[Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: [Signature]
DEPARTMENT HEAD

Tax ID No.: 59-6000785
Community: FL-605 Palm Beach County
Grant Number: FL0758Y4D051800
Effective Date: 11/26/2019
DUNS No.: 078470481

**EXHIBIT 1
SCOPE OF WORK
YOUTH HOMELESSNESS DEMONSTRATION PROGRAM**

1. Recipient will carry out the project within: (check the applicable category)
 the geographic area of the Continuum of Care that is the Community listed above the title of this Scope of Work.
_____ counties in the State of _____ which comprise the Community.
2. Recipient may not use up to 10 percent of the funding awarded under this Grant Agreement to the Community to serve homeless households with children and youth defined as homeless under other Federal statutes who are unstably housed (paragraph 3 of the definition of homeless at 24 CFR 578.3).
3. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the Project. HUD's total funding obligation for this Grant is \$ 147,970, allocated between eligible activity categories as follows:

a. Planning costs	\$ <u>147,970</u>
b. Acquisition	\$ _____
c. Rehabilitation	\$ _____
d. New construction	\$ _____
e. Leasing	\$ _____
f. Rental assistance	\$ _____
g. Supportive services	\$ _____
h. Operating costs	\$ _____
i. Homeless Management Information System	\$ _____
j. Administrative costs	\$ _____
k. Relocation costs	\$ _____
l. Housing relocation and stabilization services	\$ _____

Recipient is prohibited from moving more than 10% from one eligible activity category to another without a written amendment to this Agreement.

4. In connection with awarding this Grant, (check the applicable category)
 no waivers were issued.
_____ HUD, upon finding of good cause, waived applicability of 24 CFR 578.(insert reg #) in a waiver memorandum dated (insert date).

5. Recipient agrees to carry out the project described in the Application.

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No. Recipient Name Indirect cost rate Cost Base

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 078470481

ENTITY	Palm Beach, County of	Status: Active
DUNS: 078470481	+4:	CAGE Code: 1RFV4 DoDAAC:
Expiration Date: 01/24/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 301 N Olive Ave	State/Province: FLORIDA	
City: West Palm Beach	Country: UNITED STATES	
ZIP Code: 33401-4700		

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX - 142 - 1206190000000000479
BGRV - 142 - 1206190000000000129

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 12/06/2019	REMAINING BALANCE
REVENUE								
142 1436 3169	Fed Grnt Indirect-Human Services	0	0	147,970	0	147,970		
Total Revenue		205,507	205,507	147,970	0	353,477		
EXPENDITURE								
142 1436 1201	Salaries & Wages Regular	0	0	100,639		100,639		
142 1436 2101	Fica-Taxes	0	0	6,240		6,240		
142 1436 2105	Fica Medicare	0	0	1,459		1,459		
142 1436 2201	Retirement Contributions-Frs	0	0	8,312		8,312		
142 1436 2301	Insurance-Life & Health	0	0	21,800		21,800		
142 1436 3401	Other Contractual Services	0	0	9,520	0	9,520	0	
Total Expenditures		205,507	205,507	147,970	0	353,477	0	353,477

Signatures

Date

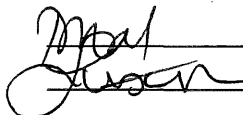
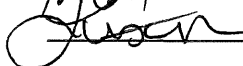
By Board of County Commissioners
At Meeting on February 11, 2020

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION James Green

Administration/Budget Department Approval

OFMB Department - Posted

 _____
1/14/20
 _____
1/16/2020

Deputy Clerk to the
Board of County Commissioners