



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$5,876,644				
External Revenues	(\$5,876,644)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					

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 1160 Dept 143 Unit 1446/1447 Object Various Program Code/Period \_\_\_\_\_

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

**C. Departmental Fiscal Review:** [Signature]  
 Shairette Major, Fiscal Manager II

**III. REVIEW COMMENTS**

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

[Signature] 9/10/2020  
 OFMB [Signature] AP 9/4

[Signature] 9/10/2020  
 Contract Development and Control  
 9-8-20 TW

**B. Legal Sufficiency:**  
[Signature] 9/11/2020  
 Assistant County Attorney  
 For: H. Falcon

**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) PBC Housing & Economic Sustainability Department 100 Australian Avenue, Suite 500 West Palm Beach, Florida 33406-1485	4. Date use of funds may begin 07/20/2020	
	5a. Project/Grant No. 1 B-20-UW-12-0004	6a. Amount Approved \$3,935,468
	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 07/02/2020	Signature 	Date 7/27/2020

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 07/15/2020	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified	
		9c. Date of Start of Program Year 10/01/2020	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020)	
b. Funds now being Approved		\$3,935,468	
c. Reservation to be Cancelled (11a minus 11b)		\$3,935,468	

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> 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  X N/A

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

## Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/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 Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>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.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (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.
  
- 8) The grantee shall ensure that no CDBG-CV 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 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.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV 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.
  
- 10) 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.
  
- 11) CDBG-CV 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 – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

# Funding Approval/Agreement

Emergency Solutions Grants Program – CARES Act Funding  
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,  
 42 U.S.C. 11371 et seq., and the CARES Act, Public Law 116-136  
 CFDA Number 14.231

U.S. Department of Housing and Urban  
 Development  
 Office of Community Planning and Development

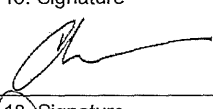
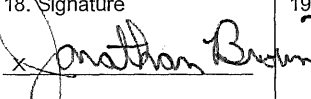
1. Recipient Name and Address Palm Beach County PBC Housing & Economic Sustainability Department 100 Australian Avenue Suite 500 West Palm Beach FL 33406-1485	2. Unique Federal Award Identification Number: E-20-UW-12-0004
	3. Tax Identification Number: 596000785
	4. Unique Entity Identifier (DUNS): 078470481

5. Fiscal Year 2020: 2020 (Supplemental CARES Act funding)	
6. Previous Obligation (Enter "0" for initial CARES Act allocation)	\$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	\$1,941,176
8. Total Amount of Federal Funds Obligated	\$1,941,176


9. Total Required Match: \$ 0	
10. Period of Performance Start Date (the date listed in Box 16) 07/20/2020	11. Period of Performance End Date (24 months after the date listed in Box 16)  07/19/2022

12. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial CARES Act allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)	13. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached
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**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority provided under the "Homeless Assistance Grants" heading of title XII of Division B of the CARES Act (Public Law 116-136) and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). Subject to the CARES Act and any waivers or alternative requirements HUD shall make as provided by that Act, the Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions and requirements attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred by a State or locality before the Period of Performance, provided the costs are otherwise allowable and were incurred to prevent, prepare for, and respond to coronavirus. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58, subject to the exception the CARES Act provides for temporary emergency shelters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient under the CARES Act or to deobligate funds under this Agreement in accordance with applicable law.

14. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Ann D. Chavis CPD Director	15. Signature 	16. Federal Award Date 07 / 20/2020
17. For the Recipient (Name and Title of Authorized Official)  Jonathan B. Brown, Director	18. Signature 	19. Date 7/27/2020

Funding Information (HUD Accounting Use Only):		
PAS Code: HAEV	Region: 04	Program Code: E19
Appropriation: 00192	Office: (Miami)	Allotment: 868
Appro Symbol: F		

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**  
  
 COUNTY ATTORNEY

**Special Conditions and Requirements for CARES Act funding 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, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

*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.*

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



**Special Conditions and Requirements for CARES Act funding for ESG**

**Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations**

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

**Special Conditions and Requirements for CARES Act funding for ESG**

**Recipient Integrity and Performance Matters**

*(applicable if the amount in Box 8 of the Agreement is greater than \$500,000)*

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.

**Special Conditions and Requirements for CARES Act funding for ESG**

**Restriction on CARES Act Funds**

The funds under this Agreement may only be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

People experiencing homelessness shall not be required to receive treatment or perform any other prerequisite activities as a condition for receiving assistance.