

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 14, 2021 [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) ratify the signature of the Mayor on the 2020 U.S. Department of Housing and Urban Development (HUD) Palm Beach County Continuum of Care (CoC) Planning Project Grant Agreement No. FL0872L4D052000, for the period October 1, 2021 through September 30, 2022, in the amount of \$185,443 for the coordination of planning activities related to ending homelessness;

B) ratify the signature of the Mayor on the 2020 Homeless Management Information System (HMIS) Implementation Grant Agreement No. FL0823L4D052001, for the period November 1, 2021 through October 31, 2022, in the amount of \$281,530, to increase HMIS capacity, enhance training, improve data quality monitoring, and analyze data to improve the CoC system service delivery;

C) delegate to the County Administrator, or designee, signatory authority on additional forms and any other necessary documents related to the HUD CoC Planning Project Grant Application and the HMIS Implementation Grant Application; and

D) approve a budget amendment in the amount of \$281,530 in FY 2022 in the Housing and Urban Development fund to recognize HMIS award.

Summary: Due to the pandemic, HUD made available approximately \$2.5 billion through a non-competitive process to distribute the Fiscal Year 2021 appropriated funds to CoC grant recipients whose current grants expire in Calendar Year 2021. The Palm Beach County CoC Planning Project Grant Agreement (CDFA# 14.267) will provide funding for the coordination and evaluation of activities related to ending homelessness. These activities involve coordination of monthly CoC meetings and sub-committee meetings, administration of HMIS, annual preparation of HUD CoC grant application, and technical assistance and monitoring of local grant recipients. A 25% cash match of \$46,361 is required and is requested in the FY 2022 budget. The HMIS Implementation Grant Agreement (CFDA# 14.267) will increase capacity, integrate data management systems in order to improve the delivery of medical and housing services, and coordinate service delivery and quality management systems through improved data infrastructure for homeless HIV-positive clients to improve health outcomes. A 25% In-kind match of \$70,383 is required and will be provided through staff salaries. The emergency signature process was utilized because there was insufficient time to submit this application through the regular agenda process. (The Division of Human and Veteran Services) Countywide (HH)

Background and Justification: Since 2006, the 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 Continuum of Care which in Palm Beach County is known as the Homeless and Housing Alliance.

Attachments:

- 1. 2020 HUD Palm Beach County CoC Planning Project Grant Agreement with Walkthrough Memo
2. 2020 HMIS Implementation Grant Agreement with Walkthrough Memo
3. Budget Amendment

Recommended By: James Green 8/27/2021
Department Director Date

Approved By: Nancy L. Bolch 9/7/21
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	583,717				
External Revenue	(466,973)				
Program Income					
In-Kind Match (County)	(70,383)				
Cash Match (County)					
<b>NET FISCAL IMPACT</b>	<b>46,361</b>				

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

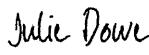
Is Item Included In Current Budget: Yes X No       
 Does this item include the use of federal funds? Yes X No     

**Budget Account No.:**

Fund 1001 Dept 142 Unit 1435 Object Var. Program Code Var. Program Period Var.  
 Fund 1001 Dept 142 Unit 1438 Object Var. Program Code Var. Program Period Var.

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

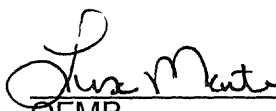
Funding source is HUD and County match.

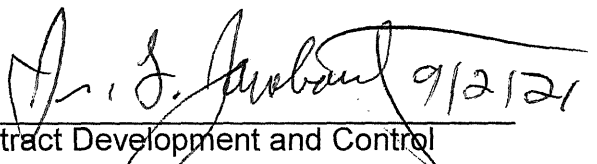
DocuSigned by:  
  
 05AC9C7CC5BC4A4...

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

**III. REVIEW COMMENTS**

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

 8/31/21  
 OFMB  
 Javon Jackson 8/31/21 LM 8/31

 9/2/21  
 Contract Development and Control  
 9-2-21 TW

**B. Legal Sufficiency:**

 9-7-21  
 Assistant County Attorney

**C. Other Department Review:**

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

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

MEMORANDUM



Community Services Department
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
Fax: (561) 242-7336
www.pbcgov.com/communityservices



Palm Beach County Board of County Commissioners

- Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

TO: Dave Kerner, Mayor
Board of County Commissioners
THRU: 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: June 4, 2021
RE: 2020 U.S. Housing and Urban Development Continuum of Care Planning Grant Agreement and Homeless Management Information System (HMIS) Renewal Grant Agreement

Pursuant to Section 309 of the Administrative Code, your signature is needed on both the 2020 U.S. Housing and Urban Development (HUD) Continuum of Care (CoC) Program Grant Agreement No FL0872L4D052000 (CFDA #14.267) and the 2020 CoC Homeless Management Information System (HMIS) Renewal Grant Agreement No. FL0823L4D052001 (CFDA #14.267).

The 2020 CoC Planning Grant is for the grant period October 1, 2021 through September 30, 2022, for an amount not-to-exceed \$185,443. A 25% cash match of \$46,361 is required and has been requested in the FY 2022 budget. This grant agreement provides funding for the coordination and evaluation of activities related to ending homelessness. These activities involve coordination of monthly CoC meetings and sub-committee meetings, administration of the Homeless Management Information System (HMIS), annual preparation of the HUD CoC grant application, and technical assistance and monitoring of local grant recipients.

Due to COVID-19, HUD made available approximately \$2.5 billion through a non-competitive process to distribute Fiscal Year 2020 appropriated funds to CoC grant recipients whose current grants expire in Calendar Year 2021. Since 2006, the Division of Human Services has served as the lead agency for the Palm Beach County Homeless CoC. The agreements are due back to the grantor as soon as possible. The emergency signature process is being utilized because there is not sufficient time to submit the agreements through the regular Board of County Commissioner's agenda process and meet the return deadline.

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

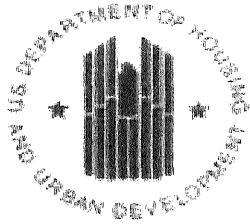
Approved: Tanuna Mallotra
Assistant Department Director

Helene C. Hvizd
Assistant County Attorney

Lauren Magierowski
OFMB

Nancy L. Bolton
Assistant County Administrator

- Attachments:
1. 2020 HUD CoC Program Grant Agreement No FL0872L4D052000
2. 2020 CoC HMIS Renewal Grant Agreement No.FL0823L4D052001



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

**Grant Number (FAIN): FL0872L4D052000**  
**Tax ID Number: 59-6000785**  
**DUNS Number: 078470481**

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)**  
**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, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$185,443, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

<b>Project No.</b>	<b>Grant Term</b>	<b>Budget Period/Performance Period</b>	<b>Total Amount</b>
FL0872L4D052000	12		\$185,443

**allocated between budget line items as follows:**

a. Continuum of Care planning activities		\$185,443
Leasing		\$0
b. Rental assistance		\$0
c. Supportive Services		\$0
d. Operating costs		\$0
e. Homeless Management Information System		\$0
f. Administrative costs		\$0
g. Relocation costs		\$0
HPC homelessness prevention activities:		
Housing relocation and stabilization services		\$0
Short-term and medium term rental assistance		\$0

## **Pre-award Costs for Continuum of Care Planning**

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

### **These provisions apply to all Recipients:**

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period/performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. 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 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).

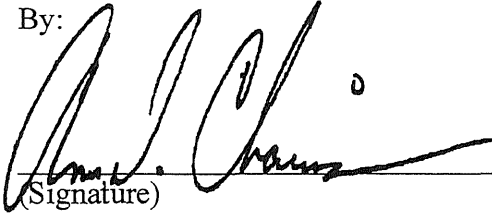
This agreement is hereby executed on behalf of the parties as follows:

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)

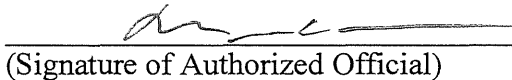
Ann D. Chavis, Director  
(Typed Name and Title)

May 6, 2021  
(Date)

**RECIPIENT**

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

By:



(Signature of Authorized Official)

Dave Kerner, Mayor  
(Typed Name and Title of Authorized Official)

6/22/21  
(Date)

Approved As to Form and Legal Sufficiency

By:

DocuSigned by:  
Helene C. Hoizd

Senior Assistant County Attorney

Approved As to Terms and Conditions

By:

DocuSigned by:  
James Grean

Department Director

**INDIRECT COST RATE SCHEDULE**

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
Community Services(Human Services)	%	
	%	
	%	
	%	

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



MEMORANDUM

Attachment 2



Community Services Department
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
Fax: (561) 242-7336
www.pbcgov.com/communityservices



Palm Beach County
Board of County
Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

TO: Dave Kerner, Mayor
Board of County Commissioners
THRU: 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: June 4, 2021

DS
JG

Handwritten signatures: Verdenia C. Baker, Nancy L. Bolton

RE: 2020 U.S. Housing and Urban Development Continuum
of Care Planning Grant Agreement and Homeless Management
Information System (HMIS) Renewal Grant Agreement

Pursuant to Section 309 of the Administrative Code, your signature is needed on both
the 2020 U.S. Housing and Urban Development (HUD) Continuum of Care (CoC)
Program Grant Agreement No FL0872L4D052000 (CFDA #14.267) and the 2020 CoC
Homeless Management Information System (HMIS) Renewal Grant Agreement No.
FL0823L4D052001 (CFDA #14.267).

The 2020 CoC Planning Grant is for the grant period October 1, 2021 through September
30, 2022, for an amount not-to-exceed \$185,443. A 25% cash match of \$46,361 is
required and has been requested in the FY 2022 budget. This grant agreement provides
funding for the coordination and evaluation of activities related to ending homelessness.
These activities involve coordination of monthly CoC meetings and sub-committee
meetings, administration of the Homeless Management Information System (HMIS),
annual preparation of the HUD CoC grant application, and technical assistance and
monitoring of local grant recipients. The 2020 HMIS Implementation Grant is for the
grant period November 1, 2021 through October 31, 2022, for an amount not-to-exceed
\$281,530. A 25% in-kind match of \$70,383 is required and will be provided through
staff salaries. This grant agreement increases HMIS capacity, enhances training,
improves data quality monitoring and analyzes data to improve the CoC system service
delivery.

Due to COVID-19, HUD made available approximately \$2.5 billion through a non-
competitive process to distribute Fiscal Year 2020 appropriated funds to CoC grant
recipients whose current grants expire in Calendar Year 2021. Since 2006, the Division
of Human Services has served as the lead agency for the Palm Beach County Homeless
CoC. The agreements are due back to the grantor as soon as possible. The emergency
signature process is being utilized because there is not sufficient time to submit the
agreements through the regular Board of County Commissioner's agenda process and
meet the return deadline. Staff will submit the grant agreements at the next available
BCC meeting to allow the Clerk and Comptroller's Office to receive and file the
documents in accordance with PPM CW-0-051.

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

Approved: Tanuna Malhotra
Assistant Department Director

Helene C. Hvizd
Assistant County Attorney

DocuSigned by: Lauren Magierowski
OFMB

Nancy L. Bolton
Assistant County Administrator

- Attachments:
1. 2020 HUD CoC Program Grant Agreement No FL0872L4D052000
2. 2020 CoC HMIS Renewal Grant Agreement No.FL0823L4D052001



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

**Grant Number (FAIN): FL0823L4D052001**  
**Tax ID Number: 59-6000785**  
**DUNS Number: 078470481**

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)**  
**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, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$281,530, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

<b>Project No.</b>	<b>Grant Term</b>	<b>Budget Period/Performance Period</b>	<b>Total Amount</b>
FL0823L4D052001	12	11/1/2021 - 10/31/2022	\$281,530

**allocated between budget line items as follows:**

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$0
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$281,530
f. Administrative costs	\$0
g. Relocation costs	\$0
HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0



## **Pre-award Costs for Continuum of Care Planning**

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

### **These provisions apply to all Recipients:**

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period/performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. 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 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).

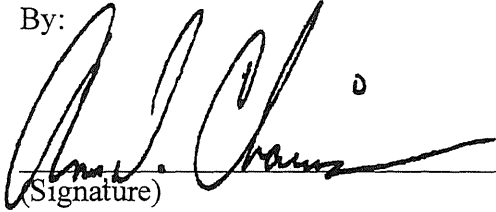
This agreement is hereby executed on behalf of the parties as follows:

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)

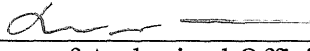
Ann D. Chavis, Director  
\_\_\_\_\_  
(Typed Name and Title)

April 27, 2021  
\_\_\_\_\_  
(Date)

**RECIPIENT**

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

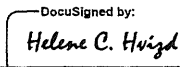
By:

  
\_\_\_\_\_  
(Signature of Authorized Official)

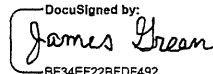
Dave Kerner, Mayor  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

6/22/21  
\_\_\_\_\_  
(Date)

Approved As to Form and Legal Sufficiency:

By:   
\_\_\_\_\_  
Senior Assistant County Attorney

Approved As to Terms and Conditions

By:   
\_\_\_\_\_  
Department Director

**INDIRECT COST RATE SCHEDULE**

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
Community Services (Human Services)	%	
	%	
	%	
	%	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).