

**November PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 2, 2021 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: receive and file the following documents:

- A)** a Grant Agreement/Funding Approval with the U.S. Department of Housing and Urban Development (HUD) in the amount of \$6,872,842 for the Fiscal Year 2021-2022 Community Development Block Grant Program (CDBG);
- B)** a Grant Agreement/Funding Approval and HOME Investment Partnerships with HUD in the amount of \$2,419,225 for the Fiscal Year 2021-2022 HOME Investment Partnerships Program (HOME); and
- C)** a Grant Agreement/Funding Approval with HUD in the amount of \$570,536 for the Fiscal Year 2021-2022 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 Development (HED) in accordance with Resolution R2021-0948, approved by the BCC on July 13, 2021, that delegated 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-O-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 (\$570,536) will be provided by Adopt A Family of the Palm Beaches, Young Women's Christian Association, Salvation Army, Aid to Victims of Domestic Abuse, Inc., the Department of Community Services, and HED. The HOME required local match (\$604,806) 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 13, 2021, under R2021-0948, the BCC approved the Fiscal Year 2021-2022 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 through C

Recommended By: Jonathan Brown 10/12/2021
Department Director Date

Approved By: Zelma Blue 10/27/2021
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	10,967,225				
External Revenues	(10,376,689)				
Program Income	(20,000)				
In-Kind Match (County)	(452,746)				
NET FISCAL IMPACT	117,790				

# 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 1101/1103 Dept 143 Unit VAR Object VAR Program Code/Period _____

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

Funding for the referenced grants will be provided by the U.S. Department of Housing and Urban Development. A budget amendment will be submitted to adjust the current budget amounts to the authorized funding levels via an agenda item at the December 2, 2021 BCC meeting.

C. Departmental Fiscal Review:


Shairette Major, Division Director


III. REVIEW COMMENTS

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

Balegry Kewo 10/25/21
OFMB

Dr. S. Jacobant 10/26/21
Contract Development and Control
10-26-21 TW

B. Legal Sufficiency:

 for H. Falcon 10/26/21
Assistant County Attorney

C. Other Department Review:

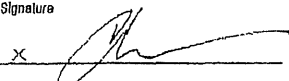

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

A

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 OUNS 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 10/01/2021	
	5a. Project/Grant No. 1 B-21-JC-12-0004	5a. Amount Approved \$6,872,842
	5b. Project/Grant No. 2	5b. 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 Jonathan B. Brown, HED Director
Signature 	Signature 
Date 9/10/2021	Date 10/6/2021

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 9/16/2021 9b. Date Grantee Notified 9/23/2021 9c. Date of Start of Program Year 10/01/2021	10. Check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
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11. Amount of Community Development			
Block Grant	FY 2021		
a. Funds Reserved for this Grantee	\$6,872,842		
b. Funds now being Approved			
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 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 X N/A

HUD Accounting use Only												
Batch	TAC	Program	Y	A	Rag	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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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, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.
- (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</u> <u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct</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.

- (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 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).

Approved as to Terms and Conditions
Dept. of Housing and Economic Development

By: 

Sherry Howard
Deputy Director


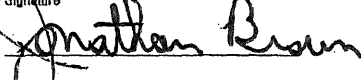
Approved as to Form
and Legal Sufficiency

By: 

Howard J. Falcon, III
Chief Assistant County Attorney

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 OUNS 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 10/01/2021	5a. Project/Grant No. 1 B-21-UC-12-0004
	5b. Project/Grant No. 2	6a. Amount Approved \$6,872,842
		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 Jonathan B. Brown, HED Director
Signature 	Signature 
Date 9/10/2021	Date 10/6/2021

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 8/16/2021	10. Check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 8/23/2021	
		9c. Date of Start of Program Year 10/01/2021	
11. Amount of Community Development			
Block Grant		FY 2021	
a. Funds Reserved for this Grantee		\$6,872,842	
b. Funds now being Approved			
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 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 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			
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Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyyy) Batch Number Transaction Code Entered By Verified By													

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<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 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).

Approved as to Terms and Conditions
Dept. of Housing and Economic Development

By: 

Sherry Howard
Deputy Director

Approved as to Form
and Legal Sufficiency

By: 

Howard J. Falcon, III
Chief Assistant County Attorney

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Funding Approval and HOME
Investment Partnerships Agreement

Title II of the National Affordable Housing Act
Assistance Listings #14.239 -- HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address Palm Beach County PBC Housing & Economic Sustainability Department 100 Australian Avenue, Suite 500 West Palm Beach, Florida 33406-1485		2. Grant Number (Federal Award Identification Number (FAIN)) M21-UC120215	
3a. Tax Identification Number 596000785		3b. Unique Entity Identifier (formerly DUNS) 078470481	
4. Appropriation Number 86140205		5. Budget Period Start and End Date FY 2021 through FY 2029	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00	
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)		\$2,419,225	
a. Formula Funds		\$2,419,225	
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. Federal Award Date (HUD Official's Signature Date) 9/10/2021	
11. Indirect Cost Rate* Administering Agency/Dept. Indirect Cost Rate Direct Cost Base _____% _____% _____% _____%		12. Period of Performance 09/10/2021 - 09/01/2029	

* 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 Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, 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 Grantee 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 Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee'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 Grantee without the Grantee's execution of the amendment or other consent. The Grantee 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 Grantee 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 must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

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 I to 2 CFR part 200, 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) Ann D. Chavis, CPD Director		14. Signature 		15. Date 9/10/2021	
16. For the Grantee (Name and Title of Authorized Official) Jonathan B. Brown, HED Dir.		17. Signature 		18. Date 10/6/2021	

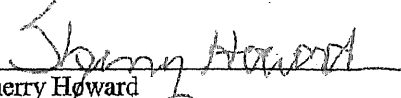
19. Check one:
☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME					
Source of Funds	Appropriation Code	FAS Code	Amount		
2021	86140205	HMF (J)	\$2,403,052		
2020	86030205	HMF (H)	\$14,848		
2019	86920205	HMF (G)	\$1,525		

Approved as to Form
and Legal Sufficiency

By: 
Howard J. Falcon, III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic Development

By: 
Sherry Howard
Deputy Director

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

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address Palm Beach County PBC Housing & Economic Sustainability Department 100 Australian Avenue, Suite 500 West Palm Beach, Florida 33406-1485	2. Grant Number (Federal Award Identification Number (FAIN)) M21-UC120215
3a. Tax Identification Number 698000785	3b. Unique Entity Identifier (formerly DUNS) 078470481
4. Appropriation Number 861/40205	5. Budget Period Start and End Date FY 2021 through FY 2029

6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00
a. Formula Funds	\$	
b. Community Housing Development Org. (CHDO) Competitive	\$	
7. Current Transaction (+ or -)		\$2,419,225
a. Formula Funds	\$2,419,225	
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. Federal Award Date (HUD Official's Signature Date) 9/10/2021
11. Indirect Cost Rate* Administering Agency/Dept. Indirect Cost Rate Direct Cost Base _____% _____% _____% _____%		12. Period of Performance 09/10/2021 - 09/01/2029

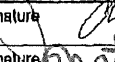

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be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

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, 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 Grantee 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 Grantee's execution of the amendment or other consent, HUD's payment of funds under this Agreement is subject to the Grantee'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 Grantee without the Grantee's execution of the amendment or other consent. The Grantee 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 Grantee 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 56.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

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 I to 2 CFR part 200, 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) Ann D. Chavis, CPD Director	14. Signature 	15. Date 9/10/2021
16. For the Grantee (Name and Title of Authorized Official) Jonathan B. Brown, HBD Dir.	17. Signature 	18. Date 10/6/2021

19. Check one:

☒ Initial Agreement

☐ Amendment #

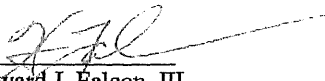
20. Funding Information: HOME

Source of Funds	Appropriation Code
2021	081/40205
2020	860/02005
2019	860/20205


PAS Code
HMF (J)
HMF (H)
HMF (G)

Amount
\$2,403,652
\$14,648
\$1,626

Approved as to Form
and Legal Sufficiency

By: 
Howard J. Falcon, III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic Development

By: 
Sherry Howard
Deputy Director

9

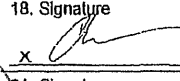
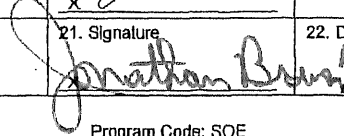
Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq.
Assistance Listing 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, Florida 33408-1485		2. Unique Federal Award Identification Number: E-21-UC-12-0004
		3. Tax Identification Number: 596000785
		4. Unique Entity Identifier (DUNS): 078470481
5. Fiscal Year: 2021		
6. Previous Obligation (Enter "0" for Initial Fiscal Year allocation)		\$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$570,536
8. Total Amount of Federal Funds Obligated		\$570,536
9. Total Required Match		
10. Total Amount of Federal Award Including Match		
11. Start Date of Recipient's Program Year 10/01/2021	12. Date HUD Received Recipient's Consolidated Plan Submission 8/16/2021	13. Period of Performance and Budget Period Start Date/Federal Award Date (the date listed in Box 19 for Initial Fiscal Year allocation) 9/10/2021
14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 - Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 - Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 - Obligation of additional funds)		15. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached 16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) 9/09/2023

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 of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), 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 attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-21-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-21-02, under the condition that the costs are otherwise allowable and were incurred on or after the dates listed in box 11 and box 12 or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except where the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Ann D. Chavis, CPD Director	18. Signature 	19. Date 9/10/2021
20. For the Recipient (Name and Title of Authorized Official) Jonathan B. Brown, HED Director	21. Signature 	22. Date 10/6/2021
Funding Information (HUD Accounting Use Only): PAS Code: 21HAES Region: 04 Program Code: SOE Appropriation: 00192 Office: (Miami) Allotment: 868 Appro Symbol: H		

Special Conditions and Requirements for FY 2021 ESG Program

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>
<hr/>	<hr/> %	<hr/>
<hr/>	<hr/> %	<hr/>
<hr/>	<hr/> %	<hr/>

Special Conditions and Requirements for FY 2021 ESG Program

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.

Approved as to Terms and Conditions
Dept. of Housing and Economic Development

By: 

Sherry Howard
Deputy Director

Approved as to Form
and Legal Sufficiency

By: 

Howard J. Falcon, III
Chief Assistant County Attorney

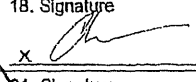
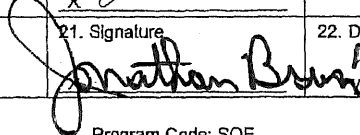
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Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq.
Assistance Listing Number 14.231

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, Florida 33406-1485		2. Unique Federal Award Identification Number: E-21-UC-12-0004	
		3. Tax Identification Number: 596000785	
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5. Fiscal Year: 2021			
6. Previous Obligation (Enter "0" for Initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$570,536	
8. Total Amount of Federal Funds Obligated		\$570,536	
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14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
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<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
	_____%	_____
	_____%	_____
	_____%	_____

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Approved as to Terms and Conditions
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By: 

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