Agenda Item #: 31-2

November PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Department: Housing and Economic Development	Meeting Date:	November 2, 2021	[X] Consent [] Ordinance	[] Regular [] Public Hearing
	Department:	Housing and Econom	ic 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	: Snotton Brown	10/12/2021
-	Department Director	Date
Approved By:	Zelf Blus	10/27/2021
	Assistant-County Administrator	՝ Date

II. FISCAL IMPACT ANALYSIS

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)					
s Item Included In Curre loes this Item include the ludget Account No.:		ıl funds?	Yes X Yes X	No	
und <u>1101/1103</u> Dept	143 Unit VAR	Object	VAR Proc	ıram Code/Pe	eriod
		-			
S. Recommended So	urces of Funds/	Summary	of Fiscal I	шраст:	
c. Departmental Fisc			jor, Division	Director	
a. OFMB Fiscal and/o	or Contract Deve	elopment	and Contro	I Comments	s:
Polish faw	10/20/2	Contr	act Develop	ment and Co	lant 16
B. Legal Sufficiency:			t	y or in	•
Assistant County At	for H. tokney	Falcon	10/26	/21	
C. Other Department	Review:				
Department Director	-				

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



Funding Approval/Agreement
Title I of the Housing and Community
Development Act (Public Luw 930303)
HI-00515R of 20515R

1. Name of Granice (as shown in liem 5 of Standard Form 424)

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

OMB Approval No. 2506-0193 exp 5/31/2018

IN OUSTSK OF AUSTON			
Name of Grantee (as shown in Item 5 of Standard Form 424) Palm Beach County		Ja. Granlee'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)		4. Date use of funds may begin	078470401
PBC Housing & Economic Sustainability Department		10/01/2021	
100 Australian Avenue, Suite 500		5o. Project/Grant No. 1	Ga. Amount Approved
West Palm Bench, Florida 33406-1485		B-21-UC-12-0004	\$6,872,842
		5b. Project/Grant No. 2	6b. Amount Approved
Grant Agreement: This Grant Agreement between the Department Housing and Community Development Act of 1974, as amended, (4 effect and as may be amended front time to time), and this Funding Ag HUD will make the funding assistance specified here available to the used to pay costs incurred after the date specified in literal above pagreement costs may not be paid with funding assistance specified to Approval. The Grantee agrees to assume all of the responsibilities pursuant to Section 104(g) of Title I and published in 24 CFR Part 5 makes funding assistance hereunder available.	2 USC 5301 of seq.). The Grantee's proval, including any special condit Grantee upon execution of the Agrovided the schvilles to which success they are authorized in HI for environmental review, decision	s submissions for Title I essistence, the tilons, constitute part of the Agreement, rement by the parties. The funding assi- th coats are related are carried out in co Unique regulations or approved by waiver in making, and actions, as specified and	HUD regulations at 24 CFR Part 570 (on now in Subject to the provisions of this formet Agreement, istonce specified in the Punding Approval may be implicated with all applicable requirements. Pre- und histed in the special conditions to the Funding I required in regulations issued by the Secretary
U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization	
Ann D. Chavis	·	Palm Beach County	
Tille CPD Director	(Jonathan B. Brown, HE	D Director
Signature ×	Date 9/10/2021	Signature 1	3 10/6/2021
7. Category of Tille (Assistance for this Funding Action;	8. Special Conditions	9a, Dalo HUD Received Submission	on 10. check one
7. Odlagoly of This Production this I sticking Proposit	(check one)	8/16/2021	a. Orig. Funding
Entillement, Sec 106(b)	☐ Nano	9b Date Grantse Notified	Approval
	☑ Allached	9b. Date Grantee Notified 0/23/2021	☐ b. Amendment
		9c, Date of Start of Program Year	Amendment Number
	11, Amount of Community Developm	10/01/2021	
	Block Grant	FY 2021	1
	a. Funda Reserved for this Gran	1lee \$6,872,842	
	b. Funds now being Approved	11351235	
	c. Reservation to be Cancelled		
}	(11a minus 11b)	į.	
12o, Amount of Loan Guarantee Cammilment now being Approved	12b. Namo and co	omplete Address of Public Agency	,
N/A	N/A		· ·
Loan Gunrantee Acceptance Provisions for Designated Agencies: The public agency hereby accept the Grant Agroemen cocculed by deflousing and Urban Development on the above date with respect to number(s) as Grantee designated to receive loan guarantee assistance comply with the terms and conditions of the Agreement, applicable reather experiments of HUD now or hereafter in effect, partaining to provided it.	the above grant c, and agrees to egulations, and 12c. Name of Aul	horizad Official for Dasignated Public Agend	y .
HUD Accounting use Only			Elleather Date
Belch TAC Program Y A Reg Area Doc	ument No. Project Number	Calegory Amount	Effective Date (mm/dd/yyyy) F
1 5 3			
176 7	Project Number	Amount	
			7
<u> </u>	Project Number	Amount	
П			,
Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyy	y) Baich Number	Transaction Code En	lered By Verified By

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.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
	%	
	% 	
	70	
	%	

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 commoncarrier 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

Sherry Floward Deputy Director Approved as to Form and Legal Sufficiency

Howard J. Falcon, III Chief Assistant County Attorney Funding Approvat/Agreement
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

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

OMB Approval No. 2506-0193 exp 5/31/2018

Name of Grantee (as shown in Item 5 of Standard Form 424)		Ja. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit OUNS Number
Paim Beach County 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)		4. Date use of funds may begin	078470481
PBC Housing & Economic Sustainability Department		10/01/2021	
100 Australian Avenue, Suite 500		5a, Project/Grant No. 1	6a, Amount Approved
West Palm Beach, Florida 33406-1485		B-21-UC-12-0004	\$6,872,842
		5b. Project/Grant No. 2	6b, Amount Approved
Grant Agreement: This Grant Agreement between the Department	of Housing and Urban Developme	at (HUD) and the above named Grantee	is made pursuant to the authority of Title Lof the
Housing and Community Development Act of 1974, as amended, (4	2 USC 5301 at 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 A	provel, including any special cond	itions, constitute part of the Agreement.	Subject to the provisions of this Grant Agreement,
HUD will make the funding assistance specified here available to the used to pay costs incurred after the date specified in item 4 above			
agreement costs may not be paid with funding assistance specified h	ere unless they are authorized in H	UD regulations or approved by waiver a	and listed in the special conditions to the Funding
Approval. The Grantee agrees to assume all of the responsibilities	for environmental review, decision	n making, and actions, as specified and	d required in regulations issued by the Secretary
pursuant to Section 104(g) of Title I and published in 24 CFR Part 5	The Grantee further acknowled	ges its responsibility for adherence to th	e Agreement by sub-recipient entities to which it
makes funding assistance hereunder available. U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization	1
Ann D. Chavis		Palm Beach County	,
Tille	7	Jonathan B. Brown, HE	D Director
CPD Director Signature	Date	Signature	Dale
olynatora //	9/10/2021		l Date
× ///		Malken 1	Zmm 16/1/262
~ / / v · · · · · · · · · · · · · · · · ·		7	10/0/202
7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one)	9s, Dale HUD Received Submissi	
Entitlement, Sec 106(b)	Crieck one)	8/16/2021	☑ a. Orig. Funding Approval
Company and 100(b)	☑ Attached	9b. Date Grantse Notified 9/23/2021	☐ b. Amendment
		9c, Date of Start of Program Year	Amendment Number
		10/01/2021	
	11. Amount of Community Develops		1 6
	Block Grant a, Funds Reserved for this Gra	FY 2021 ntee \$6,872,842	
•	b, Funds now being Approved	30,872,842	
	c. Reservation to be Cancelled		
	(11a minus 11b)	ļ	
12a. Amount of Loan Guarantee Commitment now being Approved	1	complete Address of Public Agency	
N/A .	N/A		•
Loan Guarantee Acceptance Provisions for Designated Agencies The public agency hereby accepts the Grant Agreement executed by			
of Housing and Urban Development on the above date with respect to			
number(s) as Grantee designated to receive loan guarantee assistant	e, and agrees to	0 1 10001111 2 1 1 1 1 1 1 1 1 1 1 1 1 1	
comply with the terms and conditions of the Agreement, applicable	tolentamental arra	thorized Official for Designated Public Agend	cy
other requirements of HUD now or hereafter in effect, pertaining to provided it.	Tille		
provided in	N/A		
	Signature		
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HUD Accounting use Only			Effective Date
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Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yy	yy) Baich Number	Transaction Code E	ntered By Verified By

- 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.
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Administering		Direct
Department/Agency	Indirect cost rate	Cost Base
	%	
	%	
10.00 mm and 10.00		

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

Sherry Howard

Approved as to Form and Legal Sufficiency

Howard J. Falcon, III Chief Assistant County Attorney

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

form HUD-40093

Funding Approval and HOME Investment Partnerships Agreement

20. Funding Information: HOME Source of Funds Appropriation Code 2021 881/40205

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 Addres 2. Grant Number (Federal Award Identification Number (FAIN) Palm Beach County M21-UC120215 PBC Housing & Economic Sustainability Department 100 Australian Avenue, Suite 500 West Palm Beach, Florida 33406-1485 3a Tax Identification Number 3b. Unique Enlity Identifier (formerly DUNS) 596000785 078470481 4. Appropriation Number Budget Period Start and End Date 861/40205 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 \$ Current Transaction (+ or -) \$2,419,226 a. Formula Funds \$2,419,225 1. CHDO (For deabligations only) \$ 2. Non- CHDO (For deobligations only) \$ b. CHDO Competitive Reallocation or Decbligation \$ 8. Revised Obligation a. Formula Funds \$ b. CHDO Competitive Reallocation \$ 9. Special Conditions (check applicable box) 10. Federal Award Date (HUD Official's Signature Date) Not applicable ☐ Attached 9/10 /2021 11. Indirect Cost Rate 12. Period of Performance Direct Cost Base Administering Agency/Dept. Indirect Cost Rate 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 minimia 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 % _% 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 Act (2.0.5.0.127) et seq.). The Grantee's approved consolidated Plan additional Plan additiona previously awarded to the Grantee without the Grantee's execution of the amendment or other concent. The Grantee agrees that funds invested in affordable housing under 24 GFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 GFR 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 A 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 5st fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not availability for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance. 13. For the U.S. Department of HUD (Name and Title of Authorized Official) 14. Shanatu 15. Date Ann D. Chavis, CPD Director 9/10/2021 16. For the Grantee (Name and Title of Authorized Official) Jonathan B. Brown, HED Dir. 17. Sigr 18. Date 19, Check one: initial Agreement Amendment#

NEXT

Approved as to Form and Legal Sufficiency

Howard J. Falcon, III Chief Assistant County Attorney

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

Sherry Howard
Deputy Director

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

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

Assistance Listings #14.239 — HOME Invostment Partnerships Program 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			Federal Awa	rd Identificatio	n Number (FAI)	۷)		
west rank Bonon, Plonon 33406-1463					3b. Unique Enlity Identifier (tormerly DUNS) 078470481)
	4. Appropri		mber		el Perlad Start o 21 through FY		Date	_
. Previous Obligation (Enter "0" for initial FY allocation)	<u></u>			··· L	\$0.00		,	
a. Formula Funda		\$						
b. Community Housing Development Org. (CHDO) Competitive		\$						E
. Current Transaction (+ or -)	•				\$2,419,225			
a. Formula Funds		\$2,419,2	225					额
1. CHDO (For deabligations only)		\$		***************************************				
2. Non- CHDO (For deobligations only)		\$					MAYEN A	
b. CHDO Competitive Reallocation or Deobligation		\$			Y			
. Revised Obligation					\$		National Section	1000
a. Formula Funds		\$						M
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Special Conditions (check applicable box)		10. Fede	ral Award	Date (HVD Of	licial's Signatu	re Date)	
			0 /2021					
 indirect Cost Rate* Administering Agency/Dept. Indirect Cost Rate Direct Cost 	Bana		od of Perform 0/2021 - 09					
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NEXT

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

Sherry Howard
Deputy Director



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.

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

42 U.S.C. 11371 et seq. Assistance Listing Number 14.231							
Recipient Name and Address				2. Unique Federal Award Identification Number:			
Palm Beach County				E-21-UC-12-0004			
PBC Housing & Economic Sustainability Departments 100 Australian Avenue, Suite 500	nt			3. Tax Identification Nu	mber:	598000785	
West Palm Beach, Florida 33408-1485				4. Unique Entity Identif	ier (DU	INS): 078470481	
5. Fiscal Year: 2021							
6. Previous Obligation (Enter "0" for initial Fiscal Year alloca	atlon)	\$0					
7. Amount of Funds Obligated or Deobligated by This Action		\$57	0,536	**************************************			
8. Total Amount of Federal Funds Obligated		\$570	0,536				
9. Total Regulred Malch							
10. Total Amount of Federal Award Including Match							
11. Start Date of Recipient's				ived Recipient's		erlod of Performance and	
Program Year	Consoll 8/16/		Plan	Submission		et Period Start /Federal Award Date (the	
10/01/2021	0/10/	2021			date	listed in Box 19 for initial	
•	}				9/10/	al Year allocation) 2021	
	1				0, 10,		
14. Type of Agreement (check applicable box)	L		15. Si	pecial Conditions and Re	auirem	ients	
☑ Initial Agreement (Purpose #1 – Initial Fiscal Year alloca	allon)	l			ached		
Amendment (Purpose #2 – Deobligation of funds)		ı	16. Pc	Period of Performance and Budget Period End Date (24			
Amendment (Purpose #3 – Obligation of additional fund	is)			is after the date listed in			
(HUD) and the Recipient is made pursuant to the auth-Assistance Act (42 U.S.C. 11371 et seq.) and is subject Consolidated Plan submissions (including the Recipier In accordance with 24 CFR Part 91), the Emergency Sin effect and as may be amended from time to time), a Agreement, constitute part of this Agreement. Subject funds for the specified Fiscal Year available to the Rechtup. The funds may be used for costs incurred befor CPD-21-02 or another prior written approval by HUD, condition that the costs are otherwise allowable and wealendar days before the date in box 13 (whichever is environmental review, decision making, and action undistributes funds to a unit of general local government, assume that responsibility and must comply with the execution of an amendment or other consent, HUD mc Recipient for the specified Fiscal Year or to deobligate The Recipient must comply with the applicable require Where any previous or future amendments to 2 CFR pspecifically in 24 CFR part 576, activities carried out un will be governed by the part 200 requirements as reple Box 8 exceeds \$500,000, the Recipient must comply wfor Recipient Integrity and Performance Matters. Nothin any claim against the federal government or the Recipient and pagainst the federal government or the Recipient and paga	ct to the ct to the nt's approximate approximate the to the teciplent upe the Bu or If the Fere incum later). The Rectate's resay aments at yaments at yaments at yaments at yaments or rectate's resay aments at yaments at yaments at yaming the the gased or resistent with Appeng in this	application applic	cable annuts Priment and c kecut Perio lent I on or cliple Part St biblitie Age ce or after beree XII to eeme	annual appropriations at Action Plan and any ogram regulations at 2 including any special conditions of this Agreement dunder the conditions is not covered by Notice after the dates listed in agrees to assumer 8, except where the R trequire the unit of genement to provide addigreement in accordant 200, as may be amrenumber sections of the effective date of the part 200 ament 2 CFR part 200—Awnt shall be construed.	act. y ame y ame 4 CFF condition by the s spec e CPI n box espon ecipie neral . With tional ce wit ended part 2 he pai ndmer ard Te	The Recipient's moderness completed R Part 576 (as now titions attached to this HUD will make the Recipient and iffed in HUD Notice D-21-02, under the 11 and box 12 or 90 isibility for int is a state and local government to out the Recipient's funds to the in applicable law. I from time to time, 00 that are cited in t 200 amendments ints. If the amount in erm and Condition	
17. For the U.S. Department of HUD (Name, Title, and Conta	ct Informa	ation o	f 1	8, Signature	1	9. Dale	
Authorized Official) Ann D. Chavis, CPD Director		,		· /h		0/40/002	
20. For the Recipient (Name and Title of Authorized Official)		-(\ _	1. Signature		9/10/2021 22. Date #	
Jonathan B. Brown, HED Director				enathan 1	34	10 6 20 21	
Funding Information (HUD Accounting Use Only): PAS Code: 21HAES Region: 04 Appropriation: 00192 Office: (Miami) Appro Symbol; H				Program Code; SOE Allolment: 868			

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.

<u>Instructions</u>: 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.

Recipient		Direct
Department/Agency	Indirect cost rate	Cost Base
	%	
	 %	
	/ ₀	

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 Hoysing and Economic Development

Sherry Howard Deputy Director

Approved as to Form and Legal Sufficiency

Howard J. Falcon, III
Chief Assistant County Attorney

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

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

Assistance Listing Number 14,231						
Recipient Name and Address			2. Unique Federal A	ward Identification Number:		
Palm Beach County			E-21-UC-12-0004			
PBC Housing & Economic Sustainability Department			3. Tax Identification Number; 596000785			
100 Australian Avenue, Suite 500 West Palm Beach, Florida 33406-1485			4. Unique Entity Idea	ntifier (DUNS): 078470481		
5. Fiscal Year: 2021						
Previous Obligation (Enter "0" for initial Fiscal Year allocations	tlan\	60				
		\$0		·		
7. Amount of Funds Obligated or Deobligated by This Action	1 (+ or -)	\$570,				
Total Amount of Federal Funds Obligated		\$570,	536			
Total Required Match						
10. Total Amount of Federal Award Including Match						
11. Start Date of Recipient's			eceived Recipient's	13. Period of Performance and		
Program Year 10/01/2021	8/16/		lan Submission	Budget Period Start Date/Federal Award Date (the		
1010172021	0, 10,	2,02.1		date listed in Box 19 for initial		
				Fiscal Year allocation) 9/10/2021		
				9/10/2021		
td Time of Agreement (should remitted by how)	<u> </u>					
 Type of Agreement (check applicable box) Initial Agreement (Purpose #1 → Initial Fiscal Year alloc: 			i. Special Conditions and ☐ Not applicable	Requirements Attached		
	alion)	-				
Amendment (Purpose #2 – Deobligation of funds)	-1		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) 9/09/2023			
Amendment (Purpose #3 – Obligation of additional fund	s)	m	onths after the date listed	In Box (3) 9/09/2023		
in effect and as may be amended from time to time), a Agreement, constitute part of this Agreement. Subject funds for the specified Fiscal Year available to the Rec HUD. The funds may be used for costs incurred befor CPD-21-02 or another prior written approval by HUD, condition that the costs are otherwise allowable and w calendar days before the date in box 13 (whichever is environmental review, decision making, and action und distributes funds to a unit of general local government, assume that responsibility and must comply with the sexecution of an amendment or other consent, HUD make ciplent for the specified Fiscal Year or to deobligate The Recipient must comply with the applicable require Where any previous or future amendments to 2 CFR periodically in 24 CFR part 576, activities carried out unwill be governed by the part 200 requirements as replations.	to the te cipient upe the Bu or if the I ere incum later). The der 24 C the Rec tate's resay amen funds un ments an eart 200 in ander the coed or re- vith Appe	erms and an execution of the Recipier red on the Recipier to sponsite this familier that 2 CFF replace grant a genumb endlx X	and conditions of this Agreeme cution of this Agreeme eriod under the condition in the solution of the dates listed pient agrees to assuming the solution of the dates listed pient agreement to assuming the solution of the dates of the date	reement; HUD will make the int by the Recipient and ons specified in HUD Notice of the CPD-21-02, under the din box 11 and box 12 or 90 e responsibility for a Recipient is a state and general local government to 3.4. Without the Recipient's additional funds to the lance with applicable law, amended from time to time, of part 200 that are cited of the part 200 amendments mendments. If the amount in Award Term and Condition		
for Recipient Integrity and Performance Matters. Nothing any claim against the federal government or the Recipient. For the U.S. Department of HUD (Name, Title, and Contains)	ient by a	iny thir	iment shall be construed party. 18. Signature	19. Date		
Authorized Official) Ann D. Chavis, CPD Director		. ~	x Ch	9/10/2021		
20. For the Recipient (Name and Title of Authorized Official)			21. Signature	22. Date 4		
Jonathan B. Brown, HED Director			brathon	Brus 0 6 2021		
Funding Information (HUD Accounting Use Only): PAS Code: 21HAES Region: 04			Program Code; SC	DE		
Appropriation: 00192 Office: (Miaml) Appro Symbol: H			Allotment: 868			

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Recipient Department/Agency	Indirect cost rate	Direct Cost Base
	%	
	%	***************************************
	%	

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

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

Sherry Moward
Deputy Director

Approved as to Form and Legal Sufficiency

Howard J. Falcon, III

Chief Assistant County Attorney