

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 17, 2023 [ ] Consent [X] Regular
[ ] Ordinance [ ] Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services and Community Action Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) the U.S. Department of Housing and Urban Development (HUD) FY 2022 Continuum of Care (CoC) Planning Project Grant Agreement No. FL0990L4D052200, for the period October 1, 2023 through September 30, 2024, in the amount of \$247,270, for the coordination and evaluation of planning activities related to ending homelessness;

B) the HUD Homeless Management Information System (HMIS) Implementation Grant Agreement No. FL0823L4D052203, for the period November 1, 2023 through October 31, 2024, 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) an upward Budget Amendment in the amount of \$13,032 in FY 2024 in the Housing and Urban Development fund to recognize the increase in the CoC Planning award; and

D) a Budget Transfer in the amount of \$2,607 in FY 2024 in the General Fund to recognize the increase in the required match due to an increase in the grant award.

Summary: On February 7, 2023, the Board of County Commissioners ratified the Mayor's signature on the 2022 HUD CoC Planning Project Grant Application (R2023-0126) and the HMIS Implementation Grant Application (R2023-0126). The CoC Planning Project Grant Agreement No. FL0990L4D052200 (Catalog of Federal Domestic Assistance (CFDA) #14.267) 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 HMIS, annual preparation of HUD CoC grant application, and technical assistance and monitoring of local grant recipients. A 25% cash match of \$61,818 is required for the CoC Planning Grant and the County match is included in the FY 2024 budget. The HMIS Implementation Grant Agreement No. FL0823L4D052203 (CFDA #14.267) increases the capacity to integrate data management systems in order to improve and coordinate the delivery of housing services. A 25% cash match of \$70,383 is required and is included in existing budgeted staff salaries. (Human Services and Community Action Program) Countywide (HH)

Background and Policy Issues: Since 2006, the Division of Human Services and Community Action has acted as the lead agency for the local Continuum of Care known as the Homeless and Housing Alliance. As a result of the 2009 HEARTH Act, HMIS participation became a statutory requirement for recipients of the CoC Program. All communities must have an HMIS with the capacity to collect unduplicated counts of individuals and families experiencing homelessness. Through their HMIS, a community should be able to collect information from projects serving homeless families and individuals to use as part of their needs analyses and to establish funding priorities.

Attachments:

- 1. HUD CoC Planning Grant Agreement
2. HUD HMIS Implementation Grant Agreement
3. Budget Amendment
4. Budget Transfer

Recommended By: James E. Green 10/11/2023
Department Director Date
Approved By: Assistant County Administrator 10/13/2023
Date

**II. FISCAL IMPACT ANALYSIS**

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


Fiscal Years	2024	2025	2025	2027	2028
Capital Expenditures					
Operating Costs	661,001				
External Revenue	(528,880)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>132,201</b>				
No. 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:**

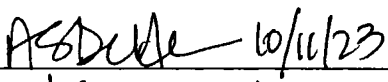
Funding Source is HUD and PBC

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

**I. REVIEW COMMENTS**

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

  
 OFMB MG 9/28 RRF 10/2

  
 Contract Development and Control  
 TD 10/12/23

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

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



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

**Grant Number: FL0990L4D052200**  
**Recipient's Name: Palm Beach County Board of County Commissioners**  
**Tax ID Number: 59-6000785**  
**Unique Entity Identifier [SAM]: XL2DNFMPCR44**  
**Federal Award Date: 9/11/2023**

**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 Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2022 (Pub. L. 117-103, approved March 15, 2022);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$247,270, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<b>Grant No.</b>	<b>Grant Term</b>	<b>Performance Period</b>	<b>Total Amount</b>
FL0990L4D052200	12 months	<u>10/1/2023</u> - <u>09/30/2024</u>	\$247,270
a. Continuum of Care planning activities			\$247,270
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$0
k. Relocation Costs			\$0
l. 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 effective date of this Agreement, 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:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant 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 and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

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 and 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.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

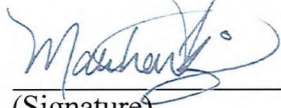
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

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:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



(Signature)

Matthew King, Acting Director

(Typed Name and Title)

September 11, 2023

(Date)

**RECIPIENT**

Palm Beach County Board of County Commissioners

(Name of Organization)

By:

(Signature of Authorized Official)

Gregg Weiss, Mayor

(Typed Name and Title of Authorized Official)

(Date)

Approved As To Form  
And Legal Sufficiency

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

**APPROVED AS TO TERMS  
AND CONDITIONS**

**BY: \_\_\_\_\_  
DEPARTMENT HEAD**



**Indirect Cost Schedule**

<b>Agency/Dept./Major Function</b>	<b>Indirect Cost Rate</b>	<b>Direct Cost Base</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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).





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

**Grant Number: FL0823L4D052203**  
**Recipient's Name: Palm Beach County Board of County Commissioners**  
**Tax ID Number: 59-6000785**  
**Unique Entity Identifier [SAM]: XL2DNFMPCR44**  
**Federal Award Date: 8/21/2023**

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a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
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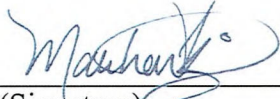
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By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

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

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



(Signature)

Lisa A Johnson, Director

(Typed Name and Title)

08/21/2023

(Date)

**RECIPIENT**

Palm Beach County Board of County Commissioners

(Name of Organization)

By:

(Signature of Authorized Official)

Gregg Weiss, Mayor

(Typed Name and Title of Authorized Official)

(Date)

Approved As To Form  
And Legal Sufficiency

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

**APPROVED AS TO TERMS  
AND CONDITIONS**

**BY: \_\_\_\_\_  
DEPARTMENT HEAD**

**Indirect Cost Schedule**

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX - 142 - 09222300000000001929  
BGRV - 142 - 09222300000000000623

FUND (1001) - HUD - Housing and Urban Development

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/22/2023	REMAINING BALANCE
<b>REVENUE</b>								
142 1435 3169	Fed Grnt Indirect-Human Services	236,845	236,845	10,425		247,270		
142 1435 8000	Tr Fr General Fund Fd 0001	59,211	59,211	2,607		61,818		
<b>Total Revenue</b>		<b>577,586</b>	<b>577,586</b>	<b>13,032</b>	<b>0</b>	<b>590,618</b>		
<b>EXPENDITURE</b>								
142 1435 1201	Salaries & Wages Regular	143,133	143,133	13,032		156,165	0	156,165
<b>Total Expenditures</b>		<b>577,586</b>	<b>577,586</b>	<b>13,032</b>	<b>0</b>	<b>590,618</b>	<b>0</b>	<b>590,618</b>

COMMUNITY SERVICES  
INITIATING DEPARTMENT/DIVISION James Green  
Administration/Budget Department Approval  
OFMB Department - Posted

<b>Signatures</b>	<b>Date</b>
<small>DocuSigned by:</small>  <small>BF34EF22BDFDF492...</small>	9/28/2023
_____	_____
_____	_____

By Board of County Commissioners  
At Meeting on October 17, 2023

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners



BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

BGEX - 820 - 0922230000000001931

FUND (0001) - General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/22/2023	REMAINING BALANCE
<b>EXPENDITURE</b>								
820 9100 9002	Tr To HUD-Housing and Urban Development	46,361	59,211	2,607	0	61,818	0	61,818
820 9900 9922	Res-Balances Forward	240,409,090	293,890,505	0	2,607	293,887,898	0	293,887,898
<b>Total Expenditures</b>				<b>2,607</b>	<b>2,607</b>	<b>293,949,716</b>	<b>0</b>	<b>293,949,716</b>

Signatures

Date

By Board of County Commissioners  
At Meeting on October 17, 2023

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION James Green

Administration/Budget Department Approval

OFMB Department - Posted

DocuSigned by:

*James E. Green* 9/25/2023  
BF34EF22BFDF492...

Deputy Clerk to the  
Board of County Commissioners