

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date: January 23, 2024    [X]   Consent   [ ]   Regular
                                   [ ]   Ordinance [ ]   Public Hearing
Department
Submitted By:   Community Services
Submitted For:  Division of Human Services and Community Action Program
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**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 Program Grant Agreement No. FL0991L4D052200, for the period December 1, 2023 through November 30, 2024, in an amount not-to-exceed \$482,117, to provide rapid-rehousing and supportive services in conjunction with the City of West Palm Beach (City), to provide housing with 22 beds for chronic, unsheltered and medically fragile homeless individuals; and

**B)** a Budget Amendment in the amount of \$482,117 in the HUD Fund to recognize the grant award.

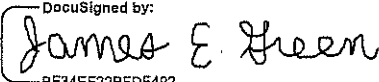

**Summary:** The Pathways to Independence Program (PIP) will be operated by the City in conjunction with the Palm Beach County Division of Human Services and Community Action Program (HSCAP). Under PIP, 22 beds for chronic, unsheltered and medical fragile homeless individuals will be provided through a Rapid-Rehousing, Housing First Program. The goal of the program is to secure housing for 22 individuals using a shared housing and independent housing model. Individuals will be identified based on the partnerships with the Street Outreach Teams. The City will serve as the subcontractor and will be responsible for providing all direct services. There is a 25% match required. This match will be provided by the City in the amount of \$120,530. HSCAP will receive the funds as the Lead Entity for the Palm Beach County Homeless Continuum of Care pursuant to 420.624 (6), Florida Statutes. The Catalog of Federal Domestic Assistance Number is 14.267. (Human Services and Community Action Program) Countywide (HH)

**Background and Justification:** The City provides outreach and placement services to homeless residents within the City and as such, has developed a strong relationship with HSCAP. Palm Beach County's collaboration with the City has been instrumental in addressing the homeless population and creating safe, decent, and affordable housing. HSCAP will provide contract oversight and grant compliance, as well as HUD reimbursement draws.

**Attachments:**

1. Budget Amendment
2. HUD FY 2022 Pathways to Independence Grant Award Letter and Agreement

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	<small>DocuSigned by:</small>  <small>BF34EF22BFDF492...</small>	12/22/2023
<b>Recommended By:</b>	Department Director	Date
<b>Approved By:</b>	 Assistant County Administrator	1-16-24 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	482,117				
External Revenue	(482,117)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>0</b>	<b>0</b>	<b>0</b>		

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes      No  X   
 Does this item include the use of federal funds? Yes  X  No       
 Does this item include the use of state funds? Yes      No  X

Budget Account No.:  
 Fund 1001 Dept 142 Unit 1439 Object 3401 Program Code VAR Program Period VAR

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

Housing and Urban Development (HUD) / HUD requires a 25% match and this match will be provided by the City of West Palm Beach in the amount of \$120,530.

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

**III. REVIEW COMMENTS**

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

Lex Martin 12/29/2023  
 OFMB CB 12/28 PAF 12/28

Harry M. Amici 1/16/24  
 Contract Development and Control

**B. Legal Sufficiency:**

Melanie C. Hingel 1/16/24  
 Assistant County Attorney

**C. Other Department Review:**

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

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

24 - 0297

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

BGEX - 142 - 1117230000000000443  
 BGRV - 142 - 11172300000000000135

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 mm/dd/yy	REMAINING BALANCE
<b>REVENUE</b>								
142 1439 3169	Fed Grnt Indirect-Human Services	0	0	482,117		482,117		
<b>Total Revenue</b>		<b>577,586</b>	<b>590,618</b>	<b>482,117</b>	<b>0</b>	<b>1,072,735</b>		
<b>EXPENDITURE</b>								
142 1439 3401	Other Contractual Services	0	0	482,117		482,117		
<b>Total Expenditures</b>		<b>577,586</b>	<b>590,618</b>	<b>482,117</b>	<b>0</b>	<b>1,072,735</b>		<b>482,117</b>

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Julie Dowe  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
 At Meeting on January 23, 2024

DocuSigned by:

*Julie Dowe*

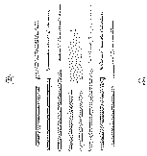
12/27/2023

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*Julie Dowe*

12/29/2023

Deputy Clerk to the  
 Board of County Commissioners



**Grant Number: FL0991L4D052200**  
**Recipient's Name: Palm Beach County Board of County Commissioners**  
**Tax ID Number: 59-6000785**  
**Unique Entity Identifier [SAM]: XL2DNFMPCR44**  
**Federal Award Date: 11/08/2023**

**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 \$482,117, 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>
FL0991L4D052200	12 months	<u>12/1/2023</u> - <u>11/30/2024</u>	\$482,117
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$251,208
g. Supportive services			\$205,097
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$25,812
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:

**DAVID NOGUERA**

Copied, signed by DAVID NOGUERA  
CH2 CH = DAVID NOGUERA # 452 0 WLL  
Government DU = Department of Housing and Urban  
Development, Office of Contracting, Planning and  
Development  
DATE 2023.11.08 11:56:18 -0500

(Signature)

David Noguera, CPD Director

(Typed Name and Title)

11/08/2023

(Date)

**RECIPIENT**

Palm Beach County Board of County Commissioners

(Name of Organization)

By:

(Signature of Authorized Official)

Maria Sachs, Mayor

(Typed Name and Title of Authorized Official)

(Date)

Approved As to Terms and Conditions

By: James E. Green  
Department Director

Approved As to Form and Legal Sufficiency

By: Selene C. Hengel DS  
HCH  
Senior Assistant County Attorney

Attest:

Joseph Abruzzo  
Clerk of the Court and Comptroller, Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

FORM NO. 207

ESPONDI. 1960. 207

2023



**Indirect Cost Schedule**

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

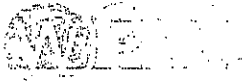
This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect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



September 26, 2022

Wendy Tippet  
Palm Beach County, Division of Human Services and Community Action  
Director of Human Services and Community Action  
810 Datura Street – 2<sup>nd</sup> Floor  
West Palm Beach FL, 33401

RE: Pathway to Independence – Match Requirement

Dear Ms. Tippet:

Please accept this correspondence to evidence the City of West Palm Beach's support of the Pathway to Independence Project/ Program. In the form of in-kind contributions for staff salaries to support the operations of the program, the City will match the required amount in excess of \$120,530.

The City fully acknowledges that Palm Beach County has been an instrumental in addressing the homeless populations and in creating safe, decent, and affordable housing. The City values the ongoing working relationship with and support provided by the Palm Beach County Community Services Division.

Should you have any further questions, do not hesitate to contact Lisa Kemp, Community Resource Manager, at 561-822-1250.

Sincerely,

Jennifer Ferriol  
Director of Housing and Community Development

CC: Lisa Kemp, Community Resource Manager