# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: I	December 2, 2025	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing	
Department				
Submitted By:	Community Services			
Submitted For:	Division of Human Services	and Community Action P	<u>rogram</u>	

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) ratify the Mayor's signature on the U.S. Department of Housing and Urban Development (HUD) Fiscal Year (FY) 2024 Continuum of Care (CoC) Homeless Management Information System Expansion Grant Agreement (HMIS Expansion Grant Agreement) No. FL0823L4D052405, for the period November 1, 2025 through October 31, 2026, in the amount of \$301,237, to increase HMIS capacity, enhance training, improve data quality monitoring, and analyze data to improve the CoC delivery system;
- B) ratify the Mayor's signature on HUD CoC Palm Beach County (PBC) Planning Grant FY 2024 Agreement (Planning Grant Agreement) No. FL1096L4D052400, for the period October 1, 2025 through September 30, 2026, in the amount of \$521,853, for the coordination and evaluation of planning activities related to ending homelessness;
- C) ratify the Mayor's signature on the HUD CoC PBC South East Florida Behavioral Health Network (SEFBN) Permanent Supportive Housing (PSH) Grant Agreement (PSH Grant Agreement) No. FL1046L4D052401, for the period November 1, 2025 through October 31, 2026, in the amount of \$717,940, to provide permanent supportive housing to individuals with disabilities who are chronically homeless;
- D) ratify the Mayor's signature on the Second Amendment to the HUD CoC PBC SEFBN PSH Grant Agreement FL1046L4D052300 (Second Amendment to SEFBN PSH Grant Agreement), for the period November 1, 2024 through October 31, 2025, to reallocate funds from supportive services to rental assistance and administration;
- E) approve a retroactive First Amendment to Subrecipient Agreement with Gulfstream Goodwill Industries, Inc. (GGI) (R2025-0673) (First Amendment), in the amount of \$717,940, to provide permanent supportive housing to 22 chronically homeless individuals with disabilities in PBC, for the period November 1, 2025 through October 31, 2026; and
- F) approve an upward Budget Amendment of \$717,940 in the HUD Fund to align the budget with the grant awards.

Summary: On September 10, 2025, the Human Services and Community Action Program (HSCAP) was notified of the HUD grant awards for the HMIS Expansion Grant, the Planning Grant, and the PSH Grant. (Continued on Page 3)

# Attachments:

- 1. HMIS Expansion Grant Agreement No. FL0823L4D052405
- 2. Planning Grant Agreement No. FL1096L4D052400
- 3. PSH Grant Agreement No. FL1046L4D052401
- 4. Second Amendment to SEFBN PSH Grant Agreement No. FL1046L4D052300
- 5. First Amendment to Subrecipient Agreement with GGI
- 6. Budget Amendment
- 7. Walkthrough Memorandum to the Mayor

Recommended By:	Docusigned by:  Tanuna Mallotra  1459E4101F1049C	11/3/2025	
	Department Director	Date	
	2 dbar and 2 in octor	2400	
Approved By:	Topletule	11/18/25	
	Deputy County Administrator	Date	

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
apital Expenditures					
perating Costs	1,746,804				
xternal Revenue	(1,541,030)				
ogram Income (County)					
n-Kind Match (County)					
ET FISCAL IMPACT	205,774				
o. ADDITIONAL FTE		Ţ			
OSITIONS (Cumulative)			•		
get Account No.: d 1001 Dept.142 Unit 1 ommended Sources of Fu	444 Object <u>820</u>	<u>)1</u> Prograr		No X  Program Per	riod <u>GY25</u>
funding source is HUD, as					
Departmental Fiscal Rev		<u></u>	Docusigned by: Lie Dowe DSAC9C7CC58C4A4 tor, Financial	& Support Se	rvices
Departmental Fiscal Rev	Julie D	owe, Direc	ulic Dowe	& Support Se	rvices
OFMB	Julie D	Powe, Direct REVIEW Conent and Co	tor, Financial	negts: M	MS
OFMB Fiscal and/or Con	Julie D  III. R  Atract Developm    12   2025    11   18   2025	Powe, Direct REVIEW Conent and Co	tor, Financial COMMENTS Control Comm	negts: M	////_

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

Department Director

Summary (Continued from Page 1): The HMIS Expansion Grant Agreement increases the capacity to integrate data management systems and analyze data in order to improve and coordinate the delivery of homeless services. A County match is required in the amount of \$75,310 (25%). This amount is included in the FY 2026 County Budget.

The Planning Grant Agreement provides funding for the coordination and evaluation of activities related to ending homelessness. These activities include monthly CoC meetings and subcommittee meetings, annual preparation of the HUD CoC grant application, and the provision of technical assistance and monitoring for local grant recipients. A County match is required in the amount of \$130,464 (25%), which is included in the FY 2026 County Budget.

The PSH Grant Agreement provides funding for the provision of permanent supportive housing to individuals with disabilities who are chronically homeless. The funding will be subcontracted to Gulfstream Goodwill Industries (GGI), which will provide the services. A match of \$179,485 (25%) is required. It will be met by the subcontractor, GGI.

The PSH Grant Agreement for the period November 1, 2024 to October 31, 2025 was originally awarded to SEFBHN, which was unable to implement the contract. Subsequently, HUD transferred the contract to the County, which subcontracted it to GGI. An Amendment was needed to align the budget originally submitted by SEFBHN with the budget required by GGI.

The GGI PSH Agreement for FY 2024-25 allows for renewal for two (2) additional years (FY 2026 and FY 2027) at the County's discretion. GGI has served 27 individuals to date. GGI provides rental assistance, case management, and wrap-around support services. Countywide (JBR)

**Background and Justification:** Since 2006, the Division of Human Services and Community Action has served as the lead entity for the local CoC, known as the Homeless and Housing Alliance (HHA). The CoC is the planning and evaluation body for homeless services in the County. HUD required that contracts be signed and returned by September 30, 2025. The emergency signature process was utilized because there was insufficient time to submit the item through the BCC agenda process. This item is now being submitted to the BCC in accordance with PPM CW-O-051.



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

Grant Number: FL0823L4D052405

Recipient's Name: Palm Beach County Board of County Commissioners

Tax ID Number: 59-6000785

Unique Entity Identifier [SAM]: XL2DNFMPCR44

Federal Award Date: 8/11/2025

# CONTINUUM OF CARE PROGRAM (Assistance Listing# 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, 2024 (Public Law 118-42, approved March 9, 2024);
- 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. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;
  - 5. all current Executive Orders; and
- 6. 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 \$301,237, 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.

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Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
FL0823L4D052405	12 months	11-01-2025 - 10-31-2026		\$301,237
allocated between budget	line items as follow	vs:		
a. Continuum of Care Pla	nning Activities			\$0
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 Managemen	at Information Syste	m		\$301,237
j. Administrative costs				\$0
k. Relocation costs				\$0
l. VAWA Costs				\$0
m. Rural Costs				\$0
	evention activities: relocation and stabil m and medium-term			\$0 \$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:

# The Recipient:

- (1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal antidiscrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

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HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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 use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

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.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

- 1. Gross mismanagement of a Federal contract or grant;
- 2. Waste of Federal funds;
- 3. Abuse of authority relating to a Federal contract or grant;
- 4. Substantial and specific danger to public health and safety; or
- 5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. 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:
Lori a Serino
(Signature)
Lori A. Serino, Acting Director
(Typed Name and Title)
August 11, 2025
(Date)
RECIPIENT
Palm Beach County Board of County Commissioners
(Name of Organization)
By:
Maua G. Maire
(Signature of Authorized Official)
Maria G. Marino, Mayor (Typed Name and Title of Authorized Official)
(Typed Name and Title of Authorized Official)
9-17-25
(Date)
Approved as to Form and Legal Sufficiency:
polosnifiel
Assistant County Attorney

OMB Number. 2501-0044 Expiration Date: 2/28/2027

Indirect Cost Informa	tion for Award Applica	nt/Recipient				
Federal Program/Assistance Listing Program Title:     CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267						
2. Legal Name of Appli	icant/Recipient: Palm Bea	ch County B	oard of Coun	ty Commissioners		
2. Legal Name of Applicant/Recipient: Palm Beach County Board of County Commissioners  3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.  The Applicant/Recipient will not charge indirect costs using an indirect cost rate.  The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.  The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.						
Agency/department/ major function	Indirect cost rate	~ ~	Direct Cost ase	Type of Rate		
4. Submission Type (che Initial submission			5. Effective d	ate(s):		
6. Certification of Authorized Representative for the Applicant/Recipient:  **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that  (1) all information provided on this form is true, complete, and accurate, and  (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and  (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.  Signature:  Date: 9-17-25  Approved as to Form and Legal Sufficiency:						
Date: <u>9-17-25</u>				ed as to Form and Sufficiency:		
Name: Maria G. Ma Title: Mayor	arino		Assista	hosuthel int County Attorney		

\*\*Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

OMB Number. 2501-0044 Expiration Date: 2/28/2027

# Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1		Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3		Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.  The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").  If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.  If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.



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

Grant Number: FL1096L4D052400

Recipient's Name: Palm Beach County Board of County Commissioners

Tax ID Number: 59-6000785

Unique Entity Identifier [SAM]: XL2DNFMPCR44

Federal Award Date: 9/9/2025

# CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267) GRANT AGREEMENT

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- 1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
- 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. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;
  - 5. all current Executive Orders; and
- 6. 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 \$521,853, 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.

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Grant No. (FA	JIN)	Grant Term	Performance	Budget	Total Amount
FL1096L4D05	2400	12 months	<b>Period</b> 10/01/2025- 09/30/2026	<b>Period</b> 10/01/2025-09/30/2026	\$521,853
allocated betw	een budget lin	e items as follow	rs:		
a. Continuum	of Care Planni	ng Activities			\$521,853
b. Acquisition					\$0
c. Rehabilitation	on				\$0
d. New constru	ection				\$0
e. Leasing					\$0
f. Rental assis	tance				\$0
g. Supportive	services				\$0
h. Operating c	osts				\$0
i. Homeless M	lanagement In	formation Syster	n		\$0
j. Administrat	ive costs				\$0
k. Relocation	costs				\$0
l. VAWA Cos	sts				\$0
m. Rural Costs					\$0
n. HPC homel	Housing relo	cation and stabil	ization services rental assistance		\$0 \$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:

# The Recipient:

- (1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal antidiscrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

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HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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 use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

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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.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

- 1. Gross mismanagement of a Federal contract or grant;
- 2. Waste of Federal funds;
- 3. Abuse of authority relating to a Federal contract or grant;
- 4. Substantial and specific danger to public health and safety; or
- 5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. 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

Dy.
Lori a Serino
(Signature)
Lori A. Serino, Acting Director
(Typed Name and Title)
September 9, 2025
(Date)
RECIPIENT
Palm Beach County Board of County Commissioners
(Name of Organization)
Ву:
Maria G. Maria
(Signature of Authorized Official)
(Signature of Authorized Official)  Maria G. Marino, Mayor.
(Typed Name and Title of Authorized Official)
9-17-25
(Date)
•
Approved as to Form and Legal Sufficiency:
Man (A)
Lyondaxiex
Assistant County Attorney

OMB Number. 2501-0044 Expiration Date: 2/28/2027

Indirect Cost Information for Award Applicant/Recipient						
Federal Program/Assistance Listing Program Title:  CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267						
2. Legal Name of Appli	cant/Recipient: Palm Bea	ch County Boa	ard of Coun	ty Commissioners		
2. Legal Name of Applicant/Recipient: Palm Beach County Board of County Commissioners  3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.  In Applicant/Recipient will not charge indirect costs using an indirect cost rate.  The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.  The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.						
Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base		Type of Rate		
4. Submission Type (che    Initial submission		5.	Effective d	ate(s):		
6. Certification of Authorized Representative for the Applicant/Recipient:  **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that  (1) all information provided on this form is true, complete, and accurate, and  (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and  (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.  Signature:  May						
Date: <u>9-17-2</u> 5  Name: Maria G. Mari				red as to Form and Sufficiency:		
Title: Mayor			Assista	ounty Attorney		

\*\*Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

OMB Number. 2501-0044 Expiration Date: 2/28/2027

# Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1		Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3		Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.  The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").  If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.  If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.



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

Grant Number: FL1046L4D052401

Recipient's Name: Palm Beach County Board of County Commissioners

Tax ID Number: 59-6000785

Unique Entity Identifier [SAM]: XL2DNFMPCR44

Federal Award Date: 9/10/2025

# CONTINUUM OF CARE PROGRAM (Assistance Listing# 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, 2024 (Public Law 118-42, approved March 9, 2024);
- 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. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;
  - 5. all current Executive Orders; and
- 6. 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 \$717,940, 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.

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Grant No. (FAIN)	Grant Term	Performance	Budget	Total Amount
FL1046L4D052401	12 months	<b>Period</b> 11-01-2025 - 10-31-2026	<b>Period</b> 11-01-2025 - 10-31-2026	\$717,940
allocated between budg	et line items as follow	/s:		
a. Continuum of Care P	lanning Activities			\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$495,972
g. Supportive services				\$221,968
h. Operating costs				\$0
i. Homeless Manageme	ent Information System	m		\$0
j. Administrative costs				\$0
k. Relocation costs				\$0
1. VAWA Costs				\$0
m. Rural Costs				\$0
n. HPC homelessness p	revention activities:			
Housing	g relocation and stabil			\$0
Short-te	erm and medium-term	rental assistance	1	\$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:

# The Recipient:

- (1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal antidiscrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

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HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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 use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

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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.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

- 1. Gross mismanagement of a Federal contract or grant;
- 2. Waste of Federal funds;
- 3. Abuse of authority relating to a Federal contract or grant;
- 4. Substantial and specific danger to public health and safety; or
- 5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. 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:
Lori a Serino
(Signature)
Lori A. Serino, Acting Director (Typed Name and Title)
September 10, 2025
(Date)
RECIPIENT
Palm Beach County Board of County Commissioners
(Name of Organization)
By:
Mara G Marino
(Signature of Authorized Official)
Maria G. Marino
(Typed Name and Title of Authorized Official)
9-17. 25
(Date)
Approved as to Form and Legal Sufficiency:
·000 (M) ()
Mohosuthal
Assistant County Attorney

www.hud.gov

espanol.hud.gov

OMB Number. 2501-0044 Expiration Date: 2/28/2027

Indirect Cost Informa	tion for Award Applica	nt/Recipient	<u> </u>		
	istance Listing Program T RE PROGRAM/Assistan		4.267		
2. Legal Name of Appli	cant/Recipient: Palm Bea	ch County E	Board of Coun	ty Commissioners	
3. Indirect Cost Rate Information for the Applicant/Recipient:  Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.  The Applicant/Recipient will not charge indirect costs using an indirect cost rate.  The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.  The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.					
Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base Type of Rate			
4. Submission Type (che Ix Initial submission			5. Effective d	ate(s):	
6. Certification of Authorized Representative for the Applicant/Recipient:  **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that  (1) all information provided on this form is true, complete, and accurate, and  (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and  (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.  Signature:  Date: 9-17-25  Approved as to Form and Legal Sufficiency:					
Title: Mayor			Assist	ant County Attorney	

\*\*Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

OMB Number. 2501-0044 Expiration Date: 2/28/2027

# Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1		Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.
		The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").
		If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.  If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.
		If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

Recipient Name: FL605 - Palm Beach County

Grant Number: FL1046L4D052300 - PBC BCC SEFBHN Permanent Supportive Housing

Tax ID Number: 59-6000785 UEI Number: XL2DNFMPCR44 Budget Period Start Date: 11/01/2024

# AMENDMENT TO THE CONTINUUM OF CARE GRANT AGREEMENT

This Amendment to this Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Palm Beach County Board of County Commissioners (PBCBCC) (the Replacement Recipient), of Palm Beach County 810 Datura Street, West Palm Beach, FL 3340.

## **RECITALS**

- 1. HUD and the Replacement Recipient entered into a Grant Agreement Amendment dated 3/20/2025, having Grant No. FL1046L4D052300 (the Grant Agreement) dated 9/20/2024.
- 2. The parties are desirous of amending the Grant Agreement to shift more than 10% from one eligible activity to another for grant number FL1046L4D052300 due to the omission of administrative costs from the grant application, underestimating the funds needed for rental assistance while overestimating the amount needed for supportive services and to meet the higher cost of rent in Palm Beach County.
- 3. HUD has determined that the change is necessary to better serve eligible persons within the geographic area and to ensure that the priorities established under the Notice of Funding Availability in which the grant was originally awarded are met.
- 4. The number of 34 units under the original application remains unchanged.

# **AGREEMENTS**

The Grant Agreement is hereby amended as follows:

HUD's total funding obligation for this grant remains the same, however the funds are now allocated as follows:

	Original Balance	Adjustment	New Budget Line Items
Rental Assistance	\$668,664	\$114,240	\$782,904
Supportive Services	\$344,378	(\$158,821)	\$185,557
Administrative Costs	\$0	\$44,581	\$44,581
Total	\$1,013,042		\$1,013,042

This Amendment to the Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

UNITED STATES OF AMERICA, Secretary of Housing and Urban Development

BY:	Lori A. Serino  Digitally signed by: Lori A. Ser
	(Signature)
	Lori A. Serino, Acting CPD Director
	(Typed Name and Title)
	(Date)
RECI	PIENT
	Beach County Board of County Commissioners (PBCBCC)
(Name	e of Organization)
BY:	Maya & Mayno
	(Signature of Authorized Official)
	Maria G. Marino
	(Typed Name and Title)
	9-17-25
	(Date)
App	roved as to Form and Legal Sufficiency:
/	masathel
Assi	stant County Attorney

#### FIRST AMENDMENT

## FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT dated May 6, 2025, (R2025-0673), is made on this day of <u>Drouber 2</u>, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and <u>Gulfstream Goodwill Industries, Inc.</u>, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is <u>59-</u>1197040.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on May 6, 2025, the above-named parties entered into Subrecipient Agreement, (R2025-0673) (the Agreement), in an amount not to exceed \$1,013,042 to provide permanent supportive housing; and

WHEREAS, the need exists to amend the Agreement to, update ARTICLE 4 SCHEDULE; increase the not-to-exceed Agreement amount by amending ARTICLE 5 PAYMENTS TO AGENCY; replace ARTICLE 15 NONDISCRIMINATION; removal of and notation for ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, LABOR SURPLUS FIRMS; and replace EXHIBIT A with EXHIBIT A-1.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Agreement entered on May 6, 2025, is hereby amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Agreement.
- II. The first paragraph of ARTICLE 4 SCHEDULE is amended to read as follows:

The term of this Agreement shall be for one (1) year starting November 1, 2025, and ending on October 31, 2026, (initial term), with two (2), one (1)-year options for renewal at the COUNTY'S sole discretion based on availability of the Department of Housing and Urban Development (HUD) and AGENCY'S performance.

III. The first paragraph in ARTICLE 5 PAYMENTS TO AGENCY is amended to read as follows:

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of <u>SEVEN HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS</u> (\$717,940.00).

IV. ARTICLE 15-NONDISCRIMINATION is revised to read as follows:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered a default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this

clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the AGENCY from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

- V. ARTICLE 17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, LABOR SURPLUS FIRMS is removed and the notation [INTENTIONALLY OMITTED] is added in its place.
- VI. EXHIBIT A FY 2025 CoC HUD PROGRAM SCOPE OF WORK AND SERVICES is replaced in its entirety by EXHIBIT A-1 FY 2026 CoC HUD PROGRAM SCOPE OF WORK AND SERVICES, attached hereto and incorporated herein by reference.

All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY, and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO Clerk of Circuit Court & Comptroller Palm Beach County PALM BEACH COUNTY, FLORIDA a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS

*	BY:
Deputy Clerk	Sara Baxter, Mayor
	AGENCY:
	Gulfstream Goodwill Industries, Inc.
	BY:

<u>Karen Davidson, President/CEO</u> AGENCY'S Signatory Name Typed

**AGENCY'S Signatory Name** 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Docusigned by: Tanuna Malliotra

Department Director

Community Services Department

# FY 2025 CoC HUD PROGRAM SCOPE OF WORK AND SERVICES

Agency Name: Gulfstream Goodwill Industries Inc.

Program Name: Permanent Supportive Housing

Location: Palm Beach County

Target Population: Chronically Homeless Individuals with Disabilities

# **GULFSTREAM GOODWILL INDUSTRIES, INC. AGREES TO:**

# A. SCOPE OF SERVICES:

The AGENCY shall provide permanent supportive housing to individuals who are experiencing chronic homelessness and are disabled (Program Participants). Provision of these services is an eligible activity as defined in the Code of Federal Regulations (CFR) at 24 CFR Part 578 D. The AGENCY certifies that the eligible activities carried out under this Agreement will benefit persons who are Chronically Homeless as defined in **EXHIBIT B**. The services to be provided by the AGENCY shall be provided in accordance with the HUD CoC component identified below and shall comply with the Federal regulations pertaining to such component:

[x] Permanent Supportive Housing as specified at 24 CFR 578.37.

The AGENCY will provide Permanent Supportive Housing to <a href="22">22</a> unduplicated program participants annually, including financial assistance in the form of security deposits, rental assistance and support services in order to obtain permanent housing and stabilize and maintain housing long-term. Program participants will receive assistance in locating housing, and once they move in, a case manager will act as a liaison between the program participant and the landlord. Participants will receive case management and wrap-around support focusing on obtaining and maintaining stable housing, budgeting, connection to community resources, assistance in applying for benefits, and referral for assistance in medical health, behavioral health and/or substance use treatment as needed. Each program participant will be assisted by a case manager to develop a personalized plan for housing stability, including supports needed on an ongoing basis. The program is not time limited: the length of time in the program is dependent on the needs of the individual receiving service.

The AGENCY expects to achieve the following outcomes:

- 90% of the 22 individuals served will remain in permanent supportive housing or exit the program to a permanent housing destination.
- Of the program participant households stably housed at program exit, at least 85% will remain stably housed for one full year after program exit, as evidenced by a lack of entry into the homeless services system.

# **B. COORDINATION OF SERVICES:**

The AGENCY shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

# C. HOMELESS AND HOUSING ALLIANCE OF PALM BEACH COUNTY:

The AGENCY is required to maintain membership in good standing, in the Palm Beach County Homeless and Housing Alliance (HHA). A member in good standing is required to attend 60% of the general HHA meetings and 70% of at least one of the HHA Sub-Committee meetings during a consecutive 12-month period.

## D. BENEFICIARIES:

During the term of this Agreement, the AGENCY shall provide the services described herein to 22 unduplicated individuals annually. The beneficiaries of the project funded through this Agreement must be "Homeless" under Category 1 (literally homeless) or Category 4, (fleeing or attempting to flee domestic violence) and chronically homeless as defined in EXHIBIT B attached hereto and incorporated by reference. Individuals who are not chronically homeless may be served only if there are no chronically homeless individuals waiting for service. This must be documented. All individuals served under this agreement must be individuals with a disability. The project funded under this Agreement shall assist the aforesaid beneficiaries during the time period designated herein. Upon request, the AGENCY shall provide written verification of compliance to DEPARTMENT. All beneficiaries of the AGENCY'S services shall be current residents of Palm Beach County.

# **E. PERFORMANCE BENCHMARKS:**

The AGENCY shall comply with the following Performance Benchmarks:

- a. The AGENCY shall expend at least \$323,073 (45% of the total funding allocated through this agreement for FY 2025) by April 30, 2026
- b. The AGENCY shall expend the remaining \$394,867 (55% of the total funding allocated through this agreement for FY 2025) by **September 30, 2026**.

This Agreement may be amended to decrease and/or recapture grant funds from the AGENCY depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DEPARTMENT.

The AGENCY agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the AGENCY to comply with these Performance Benchmarks may negatively impact ability to receive future HUD CoC funding allocations.

The AGENCY further agrees that DEPARTMENT, in consultation with any parties it deems necessary, shall be the final arbiter of the AGENCY'S compliance with the above.

# **F.WRITTEN DOCUMENTATION:**

The AGENCY shall maintain written documentation verifying that all persons assisted under this Agreement are "Homeless", meet the definition of "Individuals with a Disability" and the definition of Chronically Homeless, and shall maintain written documentation of its compliance with the requirements of this Agreement. Upon request, the AGENCY shall provide such written documentation to DEPARTMENT.

The AGENCY shall maintain records for each program participant that document the services and assistance provided to the program participant, including, as applicable, case notes documenting services and assistance towards self-sufficiency, documentation of attainment of cash and non-cash mainstream resources, service plans, homeless documentation and chronic homeless documentation, and HMIS entry.

Compliance with the applicable requirements for providing services and assistance to the program participant under the HUD CoC component identified herein, including the provision on determining eligibility, the amount and type of assistance, and the provision on using appropriate assistance and services, can be found at 24 CFR 578.37, 578.51, 578.53, and 578.77.

# G. INTAKE PROCEDURES:

The AGENCY shall use written intake procedures and forms as developed by the HHA in accordance with HUD requirements.

For persons that the AGENCY regards as "Homeless", and "Chronically Homeless" the AGENCY'S intake procedures shall include documentation at intake of the evidence relied upon to establish and verify homeless and chronically homeless status as required at 24 CFR 578.500(b). Upon request, the AGENCY shall make its written intake procedures available to DEPARTMENT. Furthermore, upon request, the AGENCY shall make the records it maintains to demonstrate compliance with 24 CFR 578.103 available to DEPARTMENT.

## H. EVALUATION OF PARTICIPANT ELIGIBILITY AND NEEDS

The AGENCY shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for Permanent Supportive Housing assistance and the amount and types of assistance the individual or family needs to maintain stability in permanent housing. These eligibility evaluations and needs assessments shall be conducted in accordance with the centralized/coordinated assessment requirements established by HHA.

# I. <u>DETERMINATION OF INELIGIBILITY:</u>

The AGENCY shall, for each individual and family determined by the AGENCY to be ineligible to receive assistance, maintain a written record that shall include documentation of the reason for such determination of ineligibility.

# J. TERMINATION OF ASSISTANCE:

The AGENCY shall establish a written formal process for the termination of assistance, which process shall recognize the rights of individuals affected. If a program participant violates program requirements, the AGENCY may terminate the assistance in accordance with such formal process. The AGENCY must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

The required formal process shall, at a minimum, include:

- 1. The provision of a written notice to the program participant containing a clear statement of the reasons for termination.
- 2. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision.
- 3. The provision of prompt written notice of the final decision to the program participant.

Termination in accordance with the above shall not bar the AGENCY from providing further assistance at a later date to the same family or individual. Upon request, the AGENCY shall provide all written documentation in connection with its termination of assistance to DEPARTMENT.

# K. INVOICES:

The AGENCY shall submit consecutively numbered reimbursement requests (invoices) to DEPARTMENT in order to receive reimbursement of HUD CoC Supportive Service and Administration funds made available under this Agreement. Rental Assistance and Security Deposits will be paid through the Department's OSCARSS system. Invoices shall be submitted on a monthly basis to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds.

All invoices submitted by the AGENCY for costs permitted under this Agreement must include the following:

- 1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative (EXHIBIT J)
- 2. A properly completed and signed Monthly Allocation Worksheet (EXHIBIT K)
- 3. A properly completed and signed Monthly Performance Report (EXHIBIT L)
- 4. A properly completed Grantee Statistics Report (EXHIBIT M)

Invoices submitted by the AGENCY for costs permitted under this Agreement and associated with the operation of **Permanent Supportive Housing** shall include:

- A copy of the vendor's or service provider's invoice for goods and/or services (e.g. utilities, rental). Eligible permanent supportive housing assistance include the following services only:
  - a. Rental Assistance
  - b. Security Deposits
  - c. Utility Deposits
  - d. Support Services as defined by HUD
  - e. Administration
- Reimbursement is based on actual expenditures based on the general ledger. Supporting
  documentation will be reviewed during desk audits/monitoring or at any time as requested
  by the COUNTY.

DEPARTMENT, at its discretion, may modify the above lists. Upon modification of the aforesaid lists, DEPARTMENT shall, within ten (10) days, notify the AGENCY of such modification in writing.

# L. REPAYMENT:

The AGENCY shall repay to the COUNTY ail funds reimbursed under this Agreement if the AGENCY fails to comply with any requirements of this Agreement and all applicable program regulations which results in HUD requiring the COUNTY to repay funds reimbursed to the AGENCY under this Agreement.

# M. MATCHING REQUIREMENT:

The AGENCY shall comply with the match requirements at 24 CFR 578.73. The AGENCY shall make matching contributions to supplement the COUNTY'S HUD CoC funds made available hereunder in an amount that at least equals 25% of the funds provided through this contract. Only matching contributions made by the AGENCY after the start date of this contract may be used to meet the aforesaid requirement, and contributions used by the AGENCY to match a previous HUD grant may not be used to meet the aforesaid requirement.

The AGENCY'S matching contributions may be obtained from any source, including any Federal source other than HUD CoC funds, as well as state, local, and private sources. However, the AGENCY shall, in regard to matching contributions from a Federal source of funds, ensure that the laws governing any such funds to be used as matching contributions to meet the aforesaid requirement do not prohibit such funds from being used to match HUD CoC funds. Furthermore, if the funds provided through this contract are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements hereunder.

The AGENCY may meet its match requirement with one or more of the following:

- Cash Contributions: Cash expended by the AGENCY for allowable costs of the AGENCY as defined in OMB Circulars A–87 (2 CFR Part 225) and A–122 (2 CFR Part 230).
- 2. <u>Non-Cash Contributions:</u> The value of any real property, equipment, goods, or services contributed by the AGENCY to the HUD CoC program, provided that if the AGENCY had to pay for them with HUD CoC funds, the costs would have been allowable. Non-cash contributions may also include the purchase value of any donated building.

In calculating the amount of non-cash contributions to determine the value of any donated material or building, or of any lease, the AGENCY must use a method reasonably calculated to establish the fair market value of such donated material, building, or lease. The AGENCY shall obtain DEPARTMENT'S approval of any such method. In calculating the amount of non-cash contributions for services provided by individuals, the AGENCY shall value such services at rates consistent with those ordinarily paid for similar work in the AGENCY'S organization. If the AGENCY does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. In all instances, the AGENCY shall obtain DEPARTMENT'S approval of the rates it uses.

The AGENCY may also use costs paid by program income as provided for herein in order to meet its matching requirement provided that such costs are eligible HUD CoC costs that supplement the AGENCY'S program undertaken with HUD CoC funds, and the AGENCY may use any other non-cash contributions permitted at 24 CFR 578.73 after having obtained DEPARTMENT'S approval to do so.

The AGENCY agrees to provide matching contributions valued at no less than \$179,485.

## N. REPORTS:

The AGENCY shall submit the following reports to DEPARTMENT:

- 1. <u>Match Report:</u> The AGENCY shall demonstrate how it has met its matching requirement by submitting a Match Report (EXHIBIT N) and its supporting documentation therewith. The Match Report covering the period ending <u>April 30, 2026</u>, shall be submitted by the AGENCY to DEPARTMENT no later than <u>May 31, 2026</u>, and the Match Report covering the subsequent period shall be submitted by the AGENCY to DEPARTMENT with its submission of the final invoice for reimbursement. Satisfactory submission of timely and adequately documented Match Reports shall be a requirement for reimbursement under this contract.
- 2. Monthly Performance Report: The Monthly Performance Report (EXHIBIT L) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. This report shall be submitted no later than the 10<sup>th</sup> of each month to report on activities undertaken by the AGENCY during the previous month.

The AGENCY shall assure that it reports all program income received by it on this report. The AGENCY shall comply with the program income requirements imposed by applicable federal regulations. Program income shall have the meaning provided in 24 CFR 578.97, and shall include, but is not limited to, any amount of a security or utility deposit returned to the AGENCY. All program income from activities funded, in whole or in part, through this Agreement meeting the above requirements must be reported and returned to the COUNTY on a monthly basis.

The AGENCY may request that program income from activities funded, in whole or in part, through this Agreement be used to pay for certain of its costs provided that such costs are eligible under 24 CFR Part 578. Additionally, the AGENCY must obtain prior approval from DEPARTMENT and be in compliance with its obligations, terms, and conditions herein. The expenditure of program income according to the preceding shall count toward meeting the AGENCY'S matching requirement and shall be regarded as the non-federal share under 24 CFR 84.24(b).

3. Grantee Statistics Report: The Grantee Statistics Report (EXHIBIT M) shall be submitted by the AGENCY to DEPARTMENT for each month covered by this Agreement. This report shall be submitted no later than the 10<sup>th</sup> of each month to report on activities undertaken by the AGENCY during the previous month.

# O. CLIENT MANAGEMENT INFORMATION SYSTEM:

As a precondition to receiving funding, the AGENCY shall participate in the Client Management Information System (CMIS/Client Track) for Palm Beach County, Division of Human Services. Failure of the AGENCY to do so may be regarded by the COUNTY as a basis for the termination of this Agreement. Victim Service Provider AGENCIES may use a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on that data.

# II. THE COUNTY AGREES TO:

A. Provide up to \$717,940 in funding for the following budget line items:

Budget Line Item Description	Amount
Security Deposits	\$ 7,324
Rental Assistance	\$514,449
Support Services 2 case managers @ \$49,712+ Health Ins. @ \$8,009 + FICA @ \$3803 + Retirement @994 = \$62,518 x 2 = \$125,036; .0355 Housing Specialist @ \$1200; Client Services including food, transportation; moving costs and supplies for daily living skills class @ 25,350.	\$151,586
Administration: .18 FTE Accountant @ \$13,931; Quality Assurance Analyst: 68.11 FTE Quality Assurance Specialist \$30,650	\$44,581
HUD CoC TOTAL:	\$717,940
Match provided by AGENCY	\$179,485
Total Project Budget	\$897,425

- **B.** Provide technical assistance to ensure compliance with DEPARTMENT, HUD, and applicable State, Federal, County and Local regulations and this Agreement.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the AGENCY at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with HUD regulations and this Agreement, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY'S reporting to DEPARTMENT on program activities.
- E. Assume the environmental responsibilities described in 24 CFR 578.

#### **DEFINITIONS**

## Chronically homeless means:

# 24 CFR 578.3 "Chronically homeless"

- (1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
- (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i).

Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

# Homeless Category 1 means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

- (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
- (III) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

# Homeless Category 4 means:

- (4) Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- (ii) Has no other residence; and
- (iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

BGRV 142 - 1017250000000000000023

BGEX 142 - 1017250000000000186

FUND 1001 - HUD Housing and Urban Development

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/5/25	REMAINING BALANCE
REVENUES						-			
142 1444 3169	Fed Grnt Other Human Services	CoC-Permanent Supportive Housing	0	638,778	717,940	0	1,356,718		
			0	0	0	0	0		
	Total Fund Revenues		1,028,862	1,667,640	717,940	0	2,385,580	*****	
EXPENDITURES									
142 1444 8201	Contributions-Non-Govts Agnces	CoC-Permanent Supportive Housing	0	638,778	717,940	0	1,356,718	0	1,356,718
	Total Fund Expenditures		1,028,862	1,667,640	717,940	0	2,385,580	_	

IGNATURES ULIE DOVICE REASON Am approving this document	DATES
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Itlating Department/Division	
The Mel	11/12/1992
dministration/Budget Department Approval	

BY BOARD OF	COUNTY COMMISSIONERS				
At Meeting of:	2-Dec-25				
		***************************************			
Deputy Clerk to the Board of County Commissioners					



## Community Services Department

810 Datura Street
West Paim Beach, FL 33401
(561) 355-4700
Fax: (561) 242-7356
www.pbc.gov/communityservices



#### Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

# County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"
Official Electronic Letterhead

## **MEMORANDUM**

TO: Maria G. Marino, Mayor

**Board of County Commissioners** 

THRU: Joseph Abruzzo, County Administrator

THRU: Tammy K. Fields, Deputy County Administrator

**DATE:** September 11, 2025

RE: FY 2025 – 2026 HUD CoC Grant Agreements

Pursuant to Section 309 of the Palm Beach County Administrative Code, your signature is needed on the FY 2024 U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC), Renewal Grant Agreements for the following grants:

- The FY24 HMIS Expansion Grant PBCBCC Agreement (FL0823L4D052405) aims to increase HMIS capacity, enhance training, improve data quality monitoring, and analyze data to improve the CoC service delivery system. This grant is for the period November 1, 2025 through October 31, 2026, in an amount of \$301,237.00. A County match is required in the amount of \$75,310.00 (25%). This amount is included in the FY 2025-2026 County Budget.
- The PBC Planning Grant FY 24 Agreement (FL1096L4D052400) provides funding for coordination of planning activities related to ending homelessness. The grant is for the period October 1, 2025 through September 30, 2026, in the amount of \$521,853.00. A County match is required in the amount of \$130,464.00 (25%). This amount is included in the FY 2025-2026 County budget.
- The SEFBHN Permanent Supportive Housing Grant Agreement (FL1046L4D052401) provides funding for rental assistance and supportive services for individuals with disabilities who are chronically homeless. This grant is for the period November 1, 2025 through October 31, 2026, in an amount of \$717,940.00. Required match will be met by the subrecipient, Gulfstream Goodwill Industries (GGI). (Continued on page 2)

# Attachments:

- 1. FY 2024 HUD CoC (FL0823L4D052405) HMIS Expansion Grant Agreement
- 2. FY 2024 HUD CoC (FL1096L4D052400) Planning Grant Agreement
- 3. FY 2024 HUD CoC (FL1046L4D052401) Permanent Supportive Housing Grant Agreement
- 4. FY 2023 HUD CoC (FL1046L4D052300) Permanent Supportive Housing Amendment No. 2



# Page 2

• Amendment No. 2 for the current PBC BCC SEFBHN Permanent Supportive Housing Grant (FL1046L4D052300). This grant was originally awarded to South East Florida Behavioral Health Network (SEFBHN), which was unable to implement it. It was subsequently transferred by HUD to Palm Beach County (HUD Amendment No. 1), which subcontracts the funds to GGI. Amendment No. 2 reallocates funds from supportive services to rapid rehousing and administration to align the budget originally proposed by SEFBHN to the budget for GGI. Required match is being met by the subrecipient, GGI.

Since 2006, the Division of Human Services and Community Action Program (HSCAP) has served as the lead agency for the Palm Beach County Homeless CoC. The emergency signature process is being utilized because there is insufficient time to return the grant agreement to HUD through the regular agenda process to begin drawing down funds. Staff will submit this item at the next available Board of County Commissioners Meeting.

If additional information is needed, please contact Wendy Tippett, at (561) 355-4772.