

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

Meeting Date: November 19, 2024] Consent [X] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: **Community Services**

Submitted For: **Division of Human Services and Community Action Program (HSCAP)**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) ratify the signature of the Mayor on the 2023 U.S. Department of Housing and Urban Development (HUD) Homeless Management Information System (HMIS) Expansion Grant Agreement No. FL0823L4D052304, for the period November 1, 2024 through October 31, 2025, in the amount of \$281,530, to increase HMIS capacity, enhance training, improve data quality monitoring, and analyze data to improve the Continuum of Care (CoC) system service delivery;

B) ratify the signature of the Mayor on the 2023 HUD CoC Pathway to Independence Program (PIP) Renewal Grant Agreement FL0991L4D052301, for the period December 1, 2024 through November 30, 2025, in the amount of \$532,445, to service individuals who are medically fragile, chronically homeless and residing on the street in West Palm Beach. The City of West Palm Beach will serve as the subcontractor and will provide all direct services. The County will provide contract oversight and grant compliance in addition to HUD reimbursement draws;

C) ratify the signature of the Mayor on the 2023 HUD CoC Planning Renewal Grant Agreement FL1045L4D052300, for the coordination of planning activities related to ending homelessness, for the period October 1, 2024 through September 30, 2025, in an amount of \$415,776;

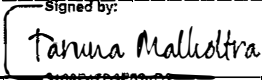
D) approve a Budget Transfer from general fund contingency reserve in the amount of \$42,127 to recognize the increase of the county match requirement due to the increased award; and

E) approve a Budget Amendment in the amount of \$743,078 in FY 2025 in the HUD fund to recognize the above awards.

Summary: The HMIS Expansion Grant Agreement No. FL0823L4D052304 (Catalog of Federal Domestic Assistance (CFDA) 14.267, increases the capacity to integrate data and coordinate management systems in order to improve the delivery of housing services for individuals and families who are experiencing homelessness. The PIP Renewal Grant Agreement FL0991L4D052301 provides funding to provide services to medically fragile and chronically unsheltered people experiencing homelessness in the City of West Palm Beach. The Planning Renewal Grant provides funding for planning activities related to ending homelessness within the Continuum of Care (CoC). (Continued on Page 2.)

Attachments:

- 1. 2023 HMIS Expansion Grant Agreement with walkthrough memo
- 2. 2023 PIP and Planning Renewal Grant Agreement with walkthrough memo
- 3. Budget Transfer
- 4. Budget Amendment

Recommended By:  11/6/2024
Department Director Date

Approved By:  11/8/24
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	1,404,078				
External Revenue	(1,229,751)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	174,327				

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

Budget Account No.:
 Fund 1001 Dept. 142 Unit VAR Object VAR Program Code VAR Program Period GY24

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

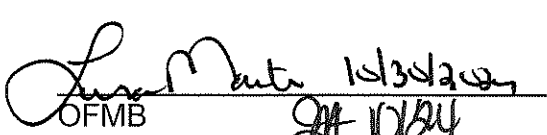
The funding source is HUD and a County cash match of \$103,944. There is an additional match of \$70,383 which is already budgeted in Human Services salaries. The total required match is \$174,327.

C. Departmental Fiscal Review:


 Julie Dowe, Director, Financial & Support Services

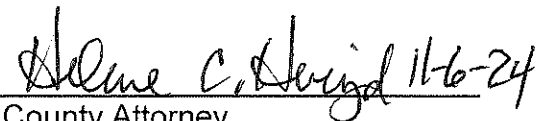
III. REVIEW COMMENTS

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


 OFMB
 10/30/24
 10-30
 10/30


 Contract Development and Control

B. Legal Sufficiency:


 County Attorney

C. Other Department Review:

 Department Director

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

Summary (Continued from Page 1)

In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating department as a receive-and-file. There is a 25% match required for the PIP Grant which will be provided by the City in the amount of \$133,111. A 25% cash match is also required for the HMIS grant, which is included in existing budgeted staff salaries in the amount of \$70,383. Additionally, a 25% cash match is required for the Planning Grant, to be provided by the County in the amount of \$103,944. (HSCAP) Countywide (HH)

Background and Policy Issues:

In 2015, HSCAP acquired the HMIS database. HMIS is used to record, analyze, and transmit activity and client data for the purpose of providing shelter, housing, and services to individuals and families who are homeless, or at risk of homelessness. West Palm Beach provides outreach and placement services to homeless residents within the City and as such, has developed a strong relationship with HSCAP. Palm Beach County's collaboration with the City has been instrumental in addressing the homeless population and creating safe, decent, and affordable housing. Since 2006, HSCAP has acted as the lead agency for the local CoC, which in Palm Beach County is known as the Homeless and Housing Alliance. As a result of the 2009 HEARTH Act, HUD implemented CoC Planning Projects to provide funds for the collaboration of the CoC.



MEMORANDUM

TO: Maria Sachs, Mayor
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator
Board of County Commissioners *VC Baker*

THRU: Tammy K. Fields, Assistant County Administrator
Board of County Commissioners *TJF*

THRU: James Green, Director II
Community Services Department *JMG*

DATE: July 26, 2024

RE: FY2023 HUD CoC HMIS Expansion Grant Agreement

Community Services Department
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
Fax: (561) 242-7336
www.pbcgov.com/communityservices



Palm Beach County
Board of County
Commissioners

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

Pursuant to Section 309 of the Administrative Code, your signature is needed on the FY2023 U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC), Renewal Grant Agreement FL0823L4D052304 for the Homeless Management Information System (HMIS) Expansion Grant. The grant was approved by the BCC on October 17, 2023 through Agenda Item #5C-1.

The Division of Human Services and Community Action Program (HSCAP) applied for the HMIS Expansion Grant and has been awarded the following funds:

- FY2023 HUD CoC HMIS Expansion Grant Agreement, (FL0823L4D052304) aims to increase HMIS capacity, enhance training, improve data quality monitoring, and analyze data to improve the CoC system service delivery. This grant is for the period November 1, 2024 through October 31, 2025, in an amount of \$281,530 which was included in the 2025 proposed budget.

Since 2006, the Division of Human Services and Community Action 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 start 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) 355-4775.

Approved by: *[Signature]*
Director, Financial & Support Svcs.

Tarun Malhotra
Assistant Department Director

Signed by:
Helene C. Hvizd
9E5264B22992476...
Helene C. Hvizd
Assistant County Attorney

Signed by:
andres figueroa
3079077F1366240...
OFMB

Attachments:
1. FY 2023 HUD CoC HMIS Expansion Grant Agreement

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Room 500
Miami, FL 33131-3042

Ms. Wendy Tippett
Director of Human Services and Community Action
Palm Beach County
810 Datura Street
West Palm Beach, FL 33401

SUBJECT: Transmittal of FY2023 CoC Renewal Grant Agreement
Project Number and Name: FL0823L4D052304-FY23 HMIS Expansion

Dear Ms. Tippett,

Congratulations on your award under the Department of Housing and Urban Development's 2023 Continuum of Care Program funding competition. Addressing homelessness is one of the Department's top priorities and these projects will make a significant contribution toward supporting a continuum of care system in your community.

Our goal is to process your renewal grants as expeditiously as possible. This transmittal includes important instructions for processing your grant agreement and additional information regarding the administration of CoC program funds.

Attached is the CoC grant agreement, which includes your renewal grant for 2023. Once executed, the grant agreement will be in effect for the grant period of performance. It contains relevant project information such as the project number, period of performance, grant award amount, and grant Budget Line Item (BLI) amounts.

Please execute the grant agreement in accordance with the instructions provided and once executed, email a PDF of the grant agreement to Margarita.MeozMendez1@hud.gov and John.F.Quade@hud.gov. Please retain a copy for your records.

Important Instructions—

- **The signatory to the agreement must match the approving official in *e-snaps*.** Our office cannot process any grants with discrepancies. This is found in each grantee's Applicant Profile in *e-snaps*.

- **Financial Information** is only required if your organization has made staffing or banking changes. Please ensure that the appropriate staff have eLOCCs access. The Financial Instructions (eLOCCS and Secure System) are referenced in the links below for your use. Please complete these forms, only as needed, and submit them to our Office for processing. All eLOCCS guides and forms are available here: [eLOCCS Quick Reference Guide | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)
- **Funds may only be drawn down after full execution of the grant agreement, after the expiration of the prior grant's period of performance and the start of the renewal grant's period of performance.**
- **Your UNIQUE ENTITY IDENTIFIER (UEI) NUMBER (formerly DUNS) must be active in SAMS.** Currently, the system shows that **your UEI is active.** It is your responsibility to ensure your UEI status remains active for all of your grants, regardless of the operating start date. <https://www.sam.gov/SAM/>

Administering CoC Program Funds: Additional Information and Reminders—

- **FY2023 CoC NOFO:** Your 2023 CoC funds must be administered in accordance with the FY2023 CoC NOFO, available [here](#), and the issues and conditions contained in the grant agreement.
- **Definition of “Homelessness” and Recordkeeping Requirements:** A helpful summary of the CoC Criteria for Defining Homelessness and the corresponding Recordkeeping Requirements is available here: [At a Glance Criteria and Recordkeeping Requirements for Definition of Homeless \(hudexchange.info\)](#).
- **Annual Performance Reporting (APR):** Recipients of CoC funding required to submit an Annual Performance Report (APR) electronically to HUD every operating year in the in the [Sage HMIS Reporting Repository](#). Final eLOCCS voucher requests and the final APR submission through Sage is due no later than 90 days after the period of performance end date. To assist you with this reporting, please take note of the following resources:
 - [Sage CoC APR Guidebook for CoC Grant-Funded Programs](#)
 - [Sage HMIS Reporting Repository User Manual](#)
 - Additional guides, tools, and training is available [here](#).
- **Match:** Recipients of new and renewal CoC Program grants must adhere to [24 CFR 578.73](#) and [2 CFR 200.306](#). Recipients must match the total grant, except leasing, with no less than 25 percent cash or in-kind contributions from other sources and match must be used for the eligible CoC Program costs outlined in Subpart D of the CoC Program interim rule. [2 CFR 578.97\(c\)](#) provides that rents and occupancy charges collected by the recipient or subrecipient from program participants are program income.

The 2023 Consolidated Appropriations Act permits CoC Program grants awarded from FY 2015 through FY 2023 to use program income as match provided the costs are eligible CoC costs that supplement the recipient's CoC program (see Division L, Title II, Sec. 226 of the Consolidated Appropriations Act of 2023, at <https://www.congress.gov/117/bills/hr2617/BILLS-117hr2617enr.pdfh>).

- **Build America, Buy America:** The Build America, Buy America (BABA) Act requires any public infrastructure project funded by any Federal Financial Assistance (FFA) apply a domestic content procurement preference, meaning that all iron, steel, manufactured products, and construction materials used in the infrastructure project have been produced in the United States, unless the awarding agency has issued a waiver of this requirement. This is called the "Buy America Preference" (BAP). For more information, including whether the BAP applies to your project, please consult [Notice CPD 23-12](#) or any superseding notice.
- **Preventing Waste, Fraud, and Abuse and Whistleblower Protections:** Please be reminded to comply with HUD's waste, fraud, and abuse requirements, including whistleblower protections. More information, or to access the portals to report waste, fraud, or abuse or to make a retaliation complaint, is available on the HUD Office of Inspector General website [here](#). The Government Accountability Office (GAO) also maintains an Anti-fraud Resource page, with resources for understanding, combatting, and reporting federal fraud, [here](#). Please ensure that this information is available to your employees and applicants.
- **Federal Funding Accountability and Transparency Act (FFATA):** In accordance with 2 CFR Chapter 1, Part 170, prime awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-award equal to or greater than \$30,000 in Federal funds that does not include recovery funds. The FFATA Sub-award Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime recipients and prime sub-recipients/contractors) use to capture and report sub-recipient/contractor awards and executive compensation data. For FSRS reporting at HUD, prime recipient awardees will report against sub-recipient/contractor awarded. Additional information regarding the FFATA Act requirements, and the reporting tool, can be found on the FSRS website, at www.fsrs.gov.
- **Environmental Review:** Activities under the CoC program are subject to environmental review by a responsible entity under HUD regulations at 24 CFR part 58. Environmental reviews for an activity may be completed after the award but must be completed prior to the execution of the grant agreement if an environmental review for that particular activity has not been completed within 5 years. HUD recommends a new environmental review is conducted every five years or sooner if/when environmental conditions change or there is a change to the project. These one-page resources provide step-by-step instructions for determining the level of environmental review required and links to all the required forms:
 - [Part 58 environmental flowchart](#)
 - [Part 50 environmental flowchart](#)

HUD has published a series of FAQs relating to environmental review requirements. To access these resources, please follow the link below and select "Environmental Review" from the Topics section: <https://www.hudexchange.info/coc/faqs/>. We also encourage you to visit the CoC Program Environmental Review Resources page [here](#) and the Office of Environment and Energy (OEE) webpage [here](#).

HUD congratulates your organization on your grant award, and we look forward to assisting you in administering your grants and accomplishing your program goals. If you have any questions or need further information or assistance, please contact Margarita Meoz Mendez, CPD Representative, at (305) 520-5013 or via email.

Sincerely,

**David
Noguera**

Digitally signed by: David
Noguera
DN: CN = David Noguera email =
david.noguera@hud.gov C = US
Date: 2024.06.20 15:23:15 -0400

David Noguera
Director
Office of Community Planning and Development



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

Grant Number: FL0823L4D052304
Recipient's Name: Palm Beach County Board of County Commissioners
Tax ID Number: 59-6000785
Unique Entity Identifier [SAM]: XL2DNFMPCR44
Federal Award Date: June 20, 2024

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Palm Beach County Board of County Commissioners (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

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

HUD's total funding obligation authorized by this grant agreement is \$281,530, 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.

Grant No.	Grant Term Performance Period		Total Amount
FL0823L4D052304	12 months	11-01-2024 - 10-31-2025	\$281,530
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$281,530
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$0
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

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

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

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

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

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

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

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

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

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

**David
Noguera**

Digitally signed by: David Noguera
DN: CN = David Noguera email =
david.noguera@hud.gov C = US
Date: 2024.06.20 15:22:23 -04'00'

(Signature)

David Noguera, Director

(Typed Name and Title)

6/20/2024

(Date)

RECIPIENT

Palm Beach County Board of County Commissioners

(Name of Organization)

By:

(Signature)

Maria Sachs, Mayor

(Typed Name and Title)

7/20/24

(Date)

Approved as to form and legal sufficiency

Signed by:

Helene C. Hojzd

Senior Assistant County Attorney

Indirect Cost Schedule

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

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

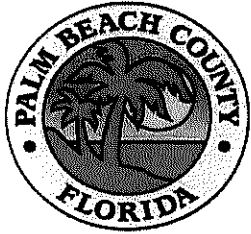
For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

MEMORANDUM



TO: Maria Sachs, Mayor,
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator,
Board of County Commissioners

THRU: Tammy K. Fields, Assistant County Administrator,
Board of County Commissioners

DATE: September 25, 2024

RE: FY2023 HUD CoC Pathway to
Independence and FY 2023 HUD CoC
Planning Renewal Grant Agreements

Community Services Department
810 Datura Street
West Palm Beach, FL 33401
(561) 555-4700
Fax: (561) 242-7336
www.pbcgov.com/communityservices



Pursuant to Section 309 of the Administrative Code, your signature is needed on the FY2023 U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC), Renewal Grant Agreement FL0991L4D052301 for the Pathway to Independence Program (PIP) and the FY2023 CoC Renewal Grant Agreement FL1045L4D052300 for the Palm Beach County Planning Grant. The grant was ratified by the BCC on November 21, 2023 through Agenda Item #3E-8.

The Division of Human Services and Community Action Program (HSCAP) applied for the PIP and Planning Renewal Grants and has been awarded the following funds:

- FY2023 HUD CoC PIP Renewal Grant Agreement, (FL0991L4D052301) will serve approximately 22 homeless households who are medically fragile, chronically homeless and residing on the street. The City of West Palm Beach will serve as the subcontractor and will be responsible for providing all direct services. The City will assess the service needs of clients and provide case management, life skills training, utility deposits and other much needed services. HSCAP will provide contract oversight and grant compliance, as well as HUD reimbursement draws. This grant is for the period December 1, 2024 through November 30, 2025, in an amount of \$532,445 which was included in the 2025 proposed budget. The match requirement of \$133,111 is being provided by the City. No County match is required (HSCAP).
- FY2023 HUD CoC PBC Planning Grant Agreement (FL1045L4D052300) for the coordination of planning activities related to ending homelessness, for the period October 1, 2024 through September 30, 2025 in an amount of \$415,776 and a required cash match of \$103,944.00. The County match was requested in the 2025 budget process (HSCAP). (Continued on Page 2)

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

Palm Beach County
Board of County
Commissioners

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

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Sara Baxter

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County Administrator

Verdenia C. Baker

(Continued from Page 1)


Since 2006, the 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 by their requested deadline of September 26, 2025 to be able to start drawing down funds by the contract start date of October 1, 2024. 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) 355-4775.


Attachments:

1. FY 2023 HUD CoC Pathway to Independence Renewal Grant Agreement
2. FY 2023 HUD CoC PBC Planning Grant Agreement

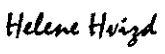
Approved by:

DocuSigned by:

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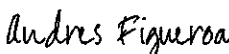
Director, Financial & Support Services

DocuSigned by:

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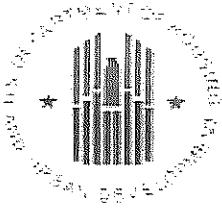
Assistant Department Director

Signed by:

 7A665E472E6640E

Helene C. Hvizd
Assistant County Attorney

Signed by:

 7C19C94596D141E

OFMB



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

Grant Number: FL0991L4D052301

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

ID Number: 59-6000785

Unique Entity Identifier [SAM]: XL2DNFMPCR44

Federal Award Date: September 4, 2024

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Palm Beach County Board of County Commissioners (the “Recipient”).

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

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022); and
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); and
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time; and
4. the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

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

HUD’s total funding obligation authorized by this grant agreement is \$532,445, 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.

Grant No.	Grant Term Performance Period		Total Amount
FL0991L4D052301	12 months	12-01-2024 - 11-30-2025	\$532,445
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$301,536
g. Supportive services			\$205,097
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$25,812
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

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

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

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

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

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

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

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

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

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

By:

David
Noguera

Digitally signed by: David
Noguera
DN: CN = David Noguera email =
david.noguera@hud.gov C = US
Date: 2024.09.04 17:37:55 -04'00'

(Signature)

David Noguera, Director

(Typed Name and Title)

9/4/2024

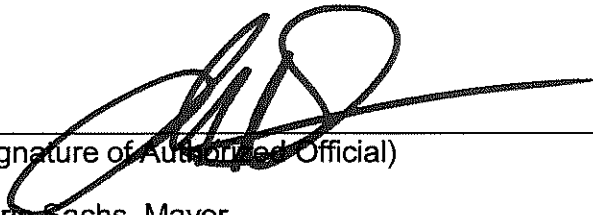
(Date)

RECIPIENT

**PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida BOARD OF
COUNTY COMMISSIONERS**

(Name of Organization)

By:



(Signature of Authorized Official)

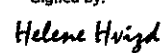
Maria Sachs, Mayor

(Typed Name and Title of Authorized Official)

10/2/24

(Date)

Approved as to form and legal sufficiency:

Signed by:


7AF86E432F6840E...
Senior Assistant County Attorney

Indirect Cost Schedule

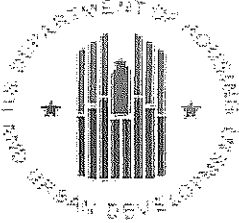
Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

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

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied. For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



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

Grant Number: FL1045L4D052300
Recipient's Name: Palm Beach County Board of County Commissioners
Tax ID Number: 59-6000785
Unique Entity Identifier [SAM]: XL2DNFMPCR44
Federal Award Date:

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

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4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

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HUD’s total funding obligation authorized by this grant agreement is \$415,776, 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.

Grant No.	Grant Term	Performance Period	Total Amount
FL1045L4D052300	12 months	10-01-2024 - 09-30-2025	\$415,776
a. Continuum of Care planning activities			\$415,776
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$0
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

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

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

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

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

By:

David
Noguera

Digitally signed by: David
Noguera
DN: CN = David Noguera email =
david.noguera@hud.gov C = US
Date: 2024.09.20 10:31:48 -04:00

(Signature)

David Noguera, Director
(Typed Name and Title)

9/20/2024

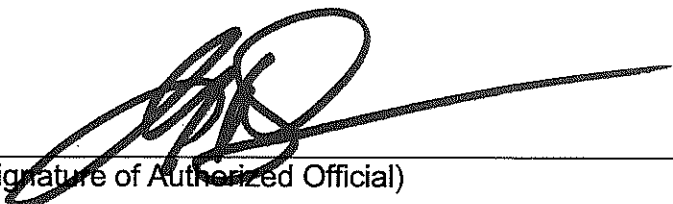
(Date)

RECIPIENT

**PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida BOARD OF
COUNTY COMMISSIONERS**

(Name of Organization)

By:



(Signature of Authorized Official)

Maria Sachs, Mayor
(Typed Name and Title of Authorized Official)

10/3/24

(Date)

Approved as to form and legal sufficiency:

Signed by:
Helene Hvizd

7AF85E422F6840E...
Senior Assistant County Attorney

Indirect Cost Schedule

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

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

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25-0110

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 820 - 1001240000000000009

FUND 0001 - General Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 10/01/24	REMAINING BALANCE
EXPENDITURES									
820 9100 9002	Tr To HUD - Housing and Urban Development	Transfers	78,350	78,350	42,127	0	120,477	0	120,477
820 9900 9901	Contingency Reserves	Reserves	20,000,000	20,000,000	0	42,127	19,957,873	0	19,957,873
	Total Fund Expenditures		2,373,562,814	2,373,932,427	42,127	42,127	2,373,932,427		

SIGNATURES


Inflation Department/Division

DATES
10/24/24


Administration/Budget Department Approval

10/30/24

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 19-Nov-24

Deputy Clerk to the
Board of County Commissioners

25-0148

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 142 - 10012400000000000006

BGRV 142 - 10012400000000000002

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 10/29/24	REMAINING BALANCE
REVENUES									
142 1435 3169	Fed Grnt Other Human Services	HUD Collaborative Planning-Continuum of Care	247,270	247,270	168,506	0	415,776		
142 1435 8000	Tr Fr General Fund Fd 0001	HUD Collaborative Planning-Continuum of Care	70,406	70,406	42,127	0	112,533		
142 1439 3169	Fed Grnt Other Human Services	Pathways to Independence Grant	0	482,117	532,445	0	1,014,562		
	Total Fund Revenues		607,150	960,982	743,078	0	1,704,060		
EXPENDITURES									
142 1435 3421	Contractual Services - Training	HUD Collaborative Planning-Continuum of Care	54,917	54,917	210,633	0	265,550	2,298	263,253
142 1439 8301	Contributions For Individuals	Pathways to Independence Grant	0	353,832	532,445	0	886,277	14,292	871,985
	Total Fund Expenditures		607,150	960,982	743,078	0	1,704,060		

SIGNATURES

Signed by: Julie Dowe
04174C4E8ABC424...

DATES: 10/29/2024

Initialing Department/Division: _____

Administration/Budget Department Approval: [Signature] 10/30/2024

OFMB Department - Posted: _____

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 19-Nov-24

Deputy Clerk to the Board of County Commissioners