

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 10, 2024 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

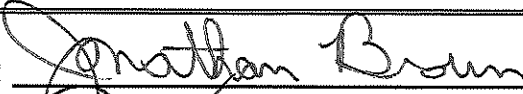
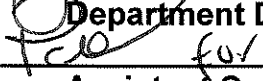
Motion and Title: Staff recommends motion to receive and file:

- A)** a Funding Approval/Agreement with the U.S. Department of Housing and Urban Development (HUD) in the amount of \$6,487,957 for the Fiscal Year 2024-2025 Community Development Block Grant Program (CDBG) for the period October 1, 2024 through September 1, 2031;
- B)** a Funding Approval and HOME Investment Partnerships Agreement with HUD in the amount of \$2,201,524 for the Fiscal Year 2024-2025 HOME Investment Partnerships Program (HOME) for the period September 20, 2024 through September 30, 2033;
- C)** a Funding Approval/Agreement with HUD in the amount of \$568,768 for the Fiscal Year 2024-2025 Emergency Solutions Grant Program (ESG) for the period September 20, 2024 through September 19, 2026;
- D)** a Budget Amendment of \$14,706 in the Housing and Economic Sustainability Fund to align the budget with grant funding allocation for the Fiscal Year 2024-2025 CDBG and ESG Programs; and
- E)** a Budget Amendment of \$471,516 in the HOME Investment Partnerships Act Fund to align the budget with grant funding allocation for the Fiscal Year 2024-2025 HOME Program.

Summary: These Funding Approvals/Agreements constitute the contracts between HUD and the County for the receipt of Federal funds, and are now being submitted to the Board of County Commissioners (BCC) to receive and file. The documents have been executed on behalf of the BCC by the Director of the Department of Housing and Economic Development (DHED) in accordance with R2024-0828 as approved by the BCC on July 2, 2024 that delegated authority to the County Administrator or designee to execute forms, certifications, funding agreements, amendments thereto, and all other documents necessary for implementation of the Action Plan, CDBG, HOME and ESG activities. County PPM CW-O-051 provides that all contracts, agreements and grants signed with delegated authority must be submitted by the initiating department as a receive and file agenda item. **The ESG required local match (\$568,768) will be provided by Adopt-A-Family of the Palm Beaches, Young Women’s Christian Association, Salvation Army, Aid to Victims of Domestic Abuse, Inc., the Department of Community Services, and DHED. The HOME required local match (\$467,939) will be provided from the State Housing Initiatives Partnership Program. CDBG funds require no local match.** Countywide (HJF)

Background and Justification: Palm Beach County receives annual allocations of CDBG, HOME, and ESG Program funds from HUD. On July 2, 2024, under R2024-0828, the BCC approved the Fiscal Year 2024-2025 Action Plan, which is Palm Beach County’s application to HUD for funding under the CDBG, HOME, and ESG Programs.

- Attachments:**
- 1. Documents as listed in A through C
 - 2. Budget Amendments (2)

Recommended By:	 Department Director	11/19/2024 Date
Approved By:	 Assistant County Administrator	11/25/24 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$10,314,898				
External Revenues	(\$9,726,130)				
Program Income	(\$20,000)				
In-Kind Match (County)	(\$482,393)				
NET FISCAL IMPACT	\$86,375				

# 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 X No

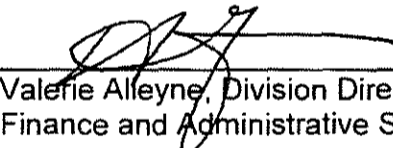
Budget Account No.:

Fund various Dept 143 Unit various Object various Program Code/Period GY24

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

This Agenda item will approve funding approval/agreement for the following programs: CDBG; \$6,487,957 (plus program income of \$20,000); HOME: \$2,201,524; and ESG: \$568,768. The \$467,881 HOME match will be provided by 2024-2025 State SHIP funds (Fund 1100). The \$482,393 in-kind match will be provided by ESG sub-recipient agencies. The \$86,375 net fiscal impact represents the Department of Community Services (\$75,000) and the Department of Housing and Economic Development (\$11,375).

C. Departmental Fiscal Review:

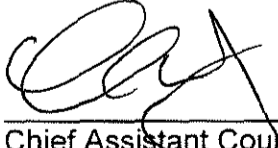

 Valerie Alleyne, Division Director II
 Finance and Administrative Services, DHED

III. REVIEW COMMENTS

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

ASD/DA 11/22/24 Brandy Marshall 11/22/24
 OFMB Contract Development and Control

B. Legal Sufficiency:


 for H/Falcom 11/25/24
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

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

OMB Approval No. 2506-0193
 exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) County of Palm Beach	3a. Grantee's 9-digit Tax ID Number 596000785	3b. Grantee's 9-digit DUNS Number XL2DNFMPCR44 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Housing and Economic Development Department 100 Australian Avenue Suite 500 West Palm Beach, FL 33406-1485	4. Date use of funds may begin 10/01/2024	
	5a. Project/Grant No. 1 B-24-UC-12-0004	6a. Amount Approved \$6,487,957.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) David Noguera	Grantee Name (Contractual Organization) PALM BEACH COUNTY BOCC
Title CPD Director	Title HED Director
Signature X <u>David Noguera</u> <small>DocuSigned by: 0768A70664D7450</small>	Date (mm/dd/yyyy) 9/20/2024
	Signature X <u>Jonathan Buser</u>
	Date (mm/dd/yyyy) 10/17/2024

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
9c. Date of Start of Program Year 10/01/2024			
11. Amount of Community Development			
Block Grant	FY 2024	FY 2023	
a. Funds Reserved for this Grantee			
b. Funds now being Approved	\$6,487,825.00	\$ 132.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X _____

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

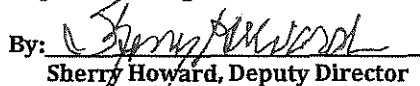
8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

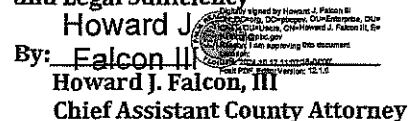
of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) 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.
- (h) 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.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

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

By: 
Sherry Howard, Deputy Director

Approved as to Form
and Legal Sufficiency

Howard J. Falcon III
By: 
Howard J. Falcon, III
Chief Assistant County Attorney

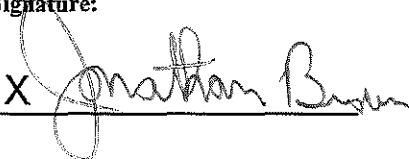
**Addendum # 1 to Agreement B-24-UC-12-0004
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:
Jonathan B. Brown

Signature:
X 

Date
(mm/dd/yyyy):

Title:
HED Director

10/10/2024

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

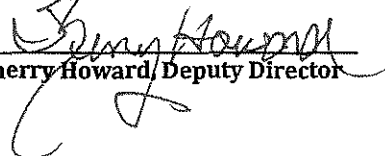
If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

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 grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

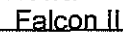
If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

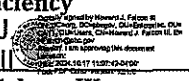
To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

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

By: 
Sherry Howard, Deputy Director

Approved as to Form
and Legal Sufficiency

Howard J. Falcon III
By: 
Howard J. Falcon, III
Chief Assistant County Attorney



Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act
Assistance Listings #14.239 -- HOME Investment Partnerships Program

1. Grantee Name (must match the name associated with 3b.) and Address Palm Beach County BOCC 301 N Olive Ave West Palm Beach, FL 33401-4700		2. Grant Number (Federal Award Identification Number (FAIN)) M24-UC120215	
		3a. Tax Identification Number 596000785	3b. Unique Entity Identifier (formerly DUNS) XL2DNFMPCR44
		4. Appropriation Number 86 4/7 0205	5. Budget Period Start and End Date FY 2024 through FY 2032
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)			\$2,201,523.79
a. Formula Funds			\$2,201,523.79
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
8. Revised Obligation			\$
a. Formula Funds			\$
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 9/20/2024	
11. Indirect Cost Rate* See Addendum		12. Period of Performance Start and End Date Date in Box #10 - 09/30/2033	

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

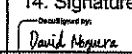
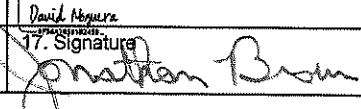
The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee must complete the Addendum to Agreement Grantee Indirect Cost Rate(s) (Addendum) and return it to HUD with this Agreement. The Addendum will be incorporated into and made part of this Agreement, if, and only if, the rate information provided by Grantee in the Addendum is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 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) 2023-05698.pdf (govinfo.gov), 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 reports 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 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 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.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) David Noguera, CPD Director	14. Signature 	15. Date 9/20/2024
16. For the Grantee (Name and Title of Authorized Official) Jonathan Brown, HED Director	17. Signature 	18. Date 10/17/2024

Initial Agreement Amendment #

20. Funding Information: HOME

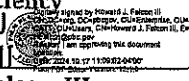
Source of Funds	Appropriation Code	PAS Code	Amount
2024	86 4/7 0205	HMF (N)	\$2,199,067.14
2023	86 3/6 0205	HMF (M)	\$2,456.65

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

By: *Sherry Howard*
Sherry Howard, Deputy Director

Approved as to Form
and Legal Sufficiency

By: Falcon III
Howard J. Falcon, III
Chief Assistant County Attorney



Supplement to Agreement M24-UC120215

Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

Name of Authorized Official:
Jonathan B. Brown

Signature:
X Jonathan Brown

Date (mm/dd/yyyy):

10/17/2024

Title:
HED Director

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

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 grant, 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 Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 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).

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

By: Sherry Howard, Deputy Director

Approved as to Form
and Legal Sufficiency

Howard J. Falcon, III
By: Howard J. Falcon, III
Chief Assistant County Attorney

General Instructions: This Agreement is used for one of three purposes: 1) the initial Agreement between HUD and the Participating Jurisdiction (PJ) that obligates HOME formula funds; 2) the initial Agreement between HUD and the PJ/entity that obligates Community Housing Development Organization (CHDO) competitive reallocation funds; 3) the amendment to the Agreement that deobligates an amount of a PJ/entity's HOME funds previously obligated because of a reduction of funds by HUD.

For all initial Agreements - The Agreement (HUD-40093) must have an original or electronic signature by the appropriate HUD official, who is usually the Community Planning and Development (CPD) Director in the Field Office. After the HUD official signs the Agreement, it must be sent to the jurisdiction (or entity) for signature. The jurisdiction (or entity) must sign or electronically sign the Agreement and should retain a copy for its records. The jurisdiction (or entity) must return the signed Agreement to the HUD Field Office. The HUD Field Office must forward the executed Agreement to the CFO National Accounting Center for recording and retain a copy for the Field Office files.

For amendments to the Agreement that deobligate funds because of a reduction by HUD - after notification from the Headquarters' Office of Affordable Housing (OAHP) to proceed, the Agreement (HUD-40093) must be signed or electronically signed by the appropriate HUD official, who is usually the CPD Director in the Field Office. It is not necessary to have the jurisdiction sign the form. (Also, please See #8 below) The Field Office should send one copy to the jurisdiction (or entity) for its records. Forward the HUD signed amendment to the CFO National Accounting Center to initiate the deobligation. Email a copy to Headquarters, OAHP, Financial and Information Services Division so that Headquarters can track the deobligation. Retain a copy for the Field Office files.

1. **Participant Name and Address.** The participating jurisdiction's (or entity's) name and address as shown in Box 4 of Standard Form 424.
2. **Grant Number.** The applicable grant number assigned by the HUD for the PJ/entity that corresponds to the fiscal year source of funds for this transaction.
- 3a. **Tax Identification Number. Enter the Tax (Employer) Identification Number (TIN)** shown in Box 8b of Standard Form 424. For jurisdictions (or entities) that are already participating in the HOME Program, this must be the TIN associated

with the jurisdiction (or entity) for the HOME Program.

- 3b. **Unique Entity Identifier.** The identifier required for SAM registration to uniquely identify business entities shown in Box 8c of Standard Form 424 (formerly known as DUNS). For jurisdictions (or entities) that are already participating in the HOME Program, this must be the Unique Entity Identifier associated with the jurisdiction (or entity) for the HOME Program.
4. **Appropriation Number.** The Appropriation Number from the HUD-185 sub-assigning funds for the Fiscal Year source of funds for this transaction.
5. **Budget Start and End Date.** Indicate the fiscal years of funds for this transaction.
6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this participant for this FY source of funds.
 - a. **Formula Funds.** Enter the total amount of formula funds previously obligated to the participant. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0". If this is a funding approval form for reallocating or deobligating funds, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
 - b. **Community Housing Development Organization (CHDO) Competitive Reallocation.** Enter the amount of funds previously obligated to the PJ/entity by competition for CHDOs. If this is a funding approval form for reallocating or deobligating funds previously allocated by competition for CHDOs, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
7. **Current Transaction.** Enter the total amount of funds for this action. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
 - a. **Formula Funds.** Of the amount indicated in Box 7, indicate the amount that is for formula funds. If this is a formula fund deobligation, show the distribution of that amount of funds in Box 7a.1 CHDO funds and/or Box 7a.2 non-CHDO funds.
 1. **CHDO.** Of the amount indicated in Box 7a, indicate the amount that is CHDO funds. If none, enter "0." Note: If this is a CHDO competitive reallocation, enter the amount in 7b.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

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2. **Non-CHDO.** Of the amount indicated in Box 7a, indicate the amount that is Non-CHDO funds. If none, enter "0".
- b. **CHDO Competitive Reallocation or Deobligation.** Of the amount indicated in Box 7, indicate the amount that is reallocated or deobligated from the CHDO competition funds.
8. **Revised Obligation.** Enter the total amount of funds available to the jurisdiction (or entity) after this transaction (Box 6 plus/minus Box 7). Most grants have several source years of funds, therefore, the funding information in #20 must be filled out with the applicable source year of funds and amounts to be deobligated.
- a. **Formula Funds.** Enter the total amount of formula funds available to the participating jurisdiction after this transaction (Box 6a plus/minus Box 7a).
- b. **CHDO Competitive Reallocation.** Enter the total amount of funds available to the PJ/entity as a competitive reallocation for CHDOs after this transaction (Box 6b plus/minus Box 7b).
9. **Special Conditions.** If applicable, check the box and attach any special conditions that are part of the Agreement.
10. **Federal Award Date.** This is the date of obligation which is the **initial date of the HUD Authorized Official's signature** (Box 15) This date of the initial obligation does not change regardless of the Agreement being amended for a deobligation because of a reduction by HUD.
11. **Indirect Cost Rate.** If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, complete the Addendum to Agreement Grantee (Indirect Cost Rate(s), including the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414(f)), and the direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTCD)). If the rate information provided by Recipient in the Addendum is consistent with the applicable requirements in 2 CFR Part 200, the Addendum will be incorporated into and made part of the Agreement. The Recipient also shall provide HUD with a revised schedule if changes occur, and shall become incorporated herein upon HUD's amendment to the Agreement. If there are more than four agencies/departments carrying out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include indirect cost rates for subrecipients.
12. **Period of Performance.** Performance begins on the **initial date of the HUD Authorized Official's signature** (Box 15 and Box 10) and ends on September 30th' of the 6th fiscal year after the expiration of the period of availability for obligation.
13. **For the U.S. Department of HUD (Name and Title of Authorized Official).** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
14. **Signature.** The authorized HUD official signs the Agreement here.
15. **Date.** Enter the date the authorized HUD official signed the form. In the case of initial agreements. This is also the same date as the **Federal Award Date**, date of obligation (Box 10).
16. **For the Participating Jurisdiction/Entity (Name and Title of Authorized Office).** Enter the name and title of the official authorized to sign on behalf of the participating jurisdiction/entity. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
17. **Signature of PJ/Entity Official.** The PJ/entity official signs the Agreement here. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
18. **Date.** Enter the date the PJ/Entity official signs the Agreement. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
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Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

19. Type of Agreement. Check either Initial Agreement or Amendment #. If an amendment, indicate the amendment number.

20. Funding Information. For each source year of funding, the following information is provided: Source year of Funds, Appropriation Code, PAS Code (with fiscal year indicator code), and amount.

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

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

1. Recipient Name and Address Palm Beach County Bocc 301 N Olive Ave West Palm Beach, FL 33401-4700		2. Unique Federal Award Identification Number: E-24-UC-12-0004
		3. Tax Identification Number: 596000785
		4. Unique Entity Identifier: XL2DNFMPCR44
5. Fiscal Year (yyyy): 2024		
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$568,768
8. Total Amount of Federal Funds Obligated		\$568,768
9. Total Required Match		\$568,768
10. Total Amount of Federal Award Including Match		\$1,137,536
11. Start Date of Recipient's Program Year (10/01/2024)	12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy) 9/20/2024


14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Specific Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy) 9/19/2026

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any specific conditions HUD applies under 2 CFR 200.208, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The Recipient must complete the Addendum to Agreement "Recipient Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. 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. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-24-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-24-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient 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 Recipient'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. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under. 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. The Recipient must comply with 41 U.S.C. § 4712, which includes informing 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. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) David Noguera, CPD Director	18. Signature DocuSigned by: X David Noguera 3P5047958192185...	19. Date (mm/dd/yyyy) 9/20/2024
20. For the Recipient (Name and Title of Authorized Official) Jonathan Brown, HED Director	21. Signature X Jonathan Brown	22. Date (mm/dd/yyyy) 10/17/2024
Funding Information (HUD Accounting Use Only): PAS Code: SOE Program Code: SOE Region: 04 Appropriation Number: 1192 Appropriation Symbol: 86 4/6 0192 Office: 14 FY:(N)		

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

By: 
Sherry Howard, Deputy Director

**Approved as to Form
and Legal Sufficiency**

Howard J. Falcon III
By: 
**Howard J. Falcon, III
Chief Assistant County Attorney**

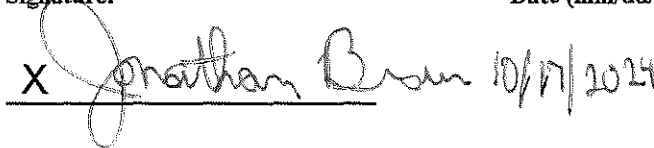
**Addendum # 1 to Agreement # E-24-UC-12-0004
Recipient's Indirect Cost Rate(s)**

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:
Jonathan E. Brown

Signature:  Date (mm/dd/yyyy): 10/17/2024

Title:
HED Director

Instructions for the Recipient's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

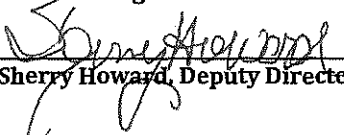
If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

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 grant, 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 Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendix VII to Part 200.

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

By: 
Sherry Howard, Deputy Director

Approved as to Form
and Legal Sufficiency

Howard J. Falcon III
By: 
Howard J. Falcon, III
Chief Assistant County Attorney

25-0200

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

BGEX 143 111924*403

BGRV 143 111924*124

FUND 1101 HOUSING AND ECONOMIC SUSTAINABILITY

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/21/2024	REMAINING BALANCE
REVENUES									
143-1431-3154	Community Develop Block Grant	CDBG	11,223,219	11,223,219	16,552	0	11,239,771		
143-1435-3154	Community Develop Block Grant	Emergency Shelter	570,614	570,614		1,846	568,768		
	Total Fund Revenues		11,942,833	11,942,833	16,552	1,846	11,957,539		
EXPENDITURES									
143-1431-8201	Contributions-Non-Govts Agnces	CDBG	4,742,105	4,742,105	16,552		4,758,657	131,740	4,626,917
143-1435-8201	Contributions-Non-Govts Agnces	Emergency Shelter	447,546	447,546		1,846	445,700	102,254	343,446
	Total Fund Expenditures		11,942,833	11,942,833	16,552	1,846	11,957,539		

SIGNATURES	DATES
 Initiating Department/Division	11/21/2024
 Administration/Budget Department Approval	11/22/24
OFMB Department - Posted	

BY BOARD OF COUNTY COMMISSIONERS
At Meeting of: <u>December 10, 2024</u>
Deputy Clerk to the Board of County Commissioners

25-0201



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

BGEX 143 111924*409

BGRV 143 111924*128

FUND 1103 HOUSING AND ECONOMIC SUSTAINABILITY

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/19/2024	REMAINING BALANCE
REVENUES									
143-1434-3154	Community Develop Block Grant	The Home Program	17,420,029	17,420,029		471,516	16,948,513		
	Total Fund Revenues		18,027,264	18,027,264	0	471,516	17,555,748		
EXPENDITURES									
143-1434-8201	Contributions-Non-Govts Agnces	The Home Program	9,917,982	9,917,982		471,516	9,446,466	497,835	8,948,631
	Total Fund Expenditures		18,027,264	18,027,264	0	471,516	17,555,748		

SIGNATURES	DATES
	11/19/2024
Initiating Department/Division	
	11/22/24
Administration/Budget Department Approval	
OFMB Department - Posted	

BY BOARD OF COUNTY COMMISSIONERS
At Meeting of: <u>December 10, 2024</u>
Deputy Clerk to the Board of County Commissioners