

Indian River County Grant Contract Subrecipient Award

This Grant Contract ("Contract") entered into **effective** this August 17, 2021 by and between Indian River County, a political subdivision of the State of Florida, 1800 27th Street, Vero Beach FL, 32960 ("County") and Treasure Coast Homeless Services Council, Inc. ("Subrecipient"), 2525 St. Lucie Avenue, Vero Beach, FL 32960, 064340768, for Continuum of Care grants.

Background Recitals

- A. The County received Continuum of Care grants see attached list – Exhibit A ("Award") from the Department of Housing and Urban Development (HUD) on January 29, 2021.
- B. The Awards are for homeless rental assistance and homeless management information system (i.e., administration of the programs).
- C. The Federal Award Identification Numbers ("FAIN") for the Awards, if applicable, are set forth in the attached list – Exhibit A.
- D. The Catalog of Federal Domestic Assistance ("CFDA") Number for the Awards, if applicable, is set forth in the attached list (CFDA) – Exhibit A. The total dollar amount made available under the Awards is \$1,055,508.
- E. The indirect cost rate for the Award, including if the de minimis rate is charge, per federal regulations is up to 10 percent on rental assistance grants; however 7% has been agreed upon between the County and subrecipient.
- F. The Subrecipient, by submitting a proposal to the County, has applied for a grant of money ("Grant") for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.
- G. The County has agreed to provide such Grant funds to the Subrecipient or Subrecipient's County-approved designee for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Background Recitals. The background recitals are true and correct and form a material part of this Contract.
- 2. Purpose of Grant. The Grant shall be used only for the purposes set forth in the complete proposal submitted by the Subrecipient attached hereto as Exhibit "B" and incorporated herein by this reference (such purposes hereinafter referenced as "Grant Purposes").
- 3. Research and Development. The award under this Contract is not for research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as

other research and development activities and where such activities are not included in the instruction function.

4. Term. The Subrecipient acknowledges and agrees that the Grant is limited to the fiscal year(s) set forth in the attached list (“Grant Period”) – Exhibit A. The Grant Period and performance start date commences on the date set forth in the attached list – Exhibit A.
5. Grant Funds and Payment. The approved Grants for the Grant Period is \$1,055,508. The amount of federal funds obligated under this Contract by the County to the Subrecipient is \$1,055,508. The total amount of the Awards committed to the Subrecipient by the County is \$1,055,508. The total amount of federal funds obligated to the Subrecipient by the County, including the current obligation is \$1,055,508. The County agrees to reimburse the Subrecipient or Subrecipient’s County approved designee from such Grant funds for actual documented costs incurred for Grant Purposes provided in accordance with this Contract. Reimbursement requests may be made no more frequently than monthly. Each reimbursement request shall contain the information, at a minimum, that is set forth in Exhibit “C” attached hereto and incorporated herein by this reference. All reimbursement requests are subject to audit by the County. In addition, the County may require additional documentation of expenditures, as it deems appropriate.
6. Indirect costs. Subrecipient is permitted to charge an indirect cost rate of 7% to the federal award. (The rate shall be based on either the County’s federally negotiated indirect cost rate or, if no such rate has been obtained, a fixed rate of 10% of modified total direct costs)
7. Additional Obligations of Subrecipient.

7.1 Records. The Subrecipient shall maintain adequate internal controls in order to safeguard the Grant. In addition, the Subrecipient shall maintain adequate records fully to document the use of the Grant funds for at least three (3) years after the expiration of the Grant Period. The County and its auditors shall have access to all books, records, documents and financial statements as required by the County to meet federal requirements or by this Section for the purpose of inspection or audit during normal business hours at the County’s expense, upon five (5) days prior written notice.

7.2 Compliance with Laws. The Subrecipient shall comply at all times with all applicable federal, state, and local laws, rules, and regulations, including Title 2 US Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principals, and Audit Requirements of Federal Awards* (Uniform Guidance), Florida Statutes, Chapter 10.550, *Rules of the Auditor General*, and the terms and conditions of the Award.

7.3 Performance Reports. The Subrecipient shall submit cumulative, Performance Reports to the Finance Department of the County within 90 days following the completion of the grant. These reports should include but not limited to grant expenses and other statistics as required by the grants during the quarter, and the progress the agency has made toward meeting their goals and objectives as they stated in their RFP response.

7.4 Audit Requirements. If Subrecipient receives \$100,000 or more in the aggregate from all Indian River County government funding sources, the Subrecipient is required to have an audit completed by an independent certified public accountant at the end of

the Subrecipient's fiscal year. Within 180 days of the end of the Subrecipient's fiscal year, the Subrecipient shall submit the audit to the Indian River County Office of Management and Budget. The fiscal year will be as reported on the application for funding, and the Subrecipient agrees to notify the County prior to any change in the fiscal period of Subrecipient. The Subrecipient acknowledges that the County may deny funding to any Subrecipient if an audit required by this Contract for a prior fiscal year is past due and has not been submitted within the 180 day period.

7.4.1 The Subrecipient further acknowledges that, promptly upon receipt of a qualified opinion from their independent auditor, such qualified opinion shall immediately be provided to the Indian River County Office of Management and Budget. The qualified opinion shall thereupon be reported to the Board of County Commissioners and funding under this Contract will cease immediately. The foregoing termination right is in addition to any other right of the County to terminate this Contract.

7.4.2 The Indian River County Office of Management and Budget reserves the right at any time to send a letter to the Subrecipient requesting clarification if there are any questions regarding a part of the financial statements, audit comments, or notes.

7.5 Insurance Requirements. Subrecipient shall provide, annually, to the Indian River County Risk Management Division a certificate or certificates issued by an insurer or insurers authorized to conduct business in Florida that is rated not less than category A-: VII by A.M. Best, subject to approval by Indian River County's risk manager, of the following types and amounts of insurance:

(i) Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors;

(ii) Business Auto Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles; and

(iii) Workers' Compensation and Employer's Liability (current Florida statutory limit)

(iv) In the event that children are supervised, Sexual Molestation Liability Insurance in an amount not less than \$1,000,000 each occurrence/claim.

7.6 Insurance Administration. The insurance certificates, evidencing all required insurance coverages shall be fully acceptable to County in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to the County. In addition, the County may request such other proofs and assurances as it may reasonably require that the insurance is and at all times remains in full force and effect. Subrecipient agrees that it is the Subrecipient's sole responsibility to coordinate activities among itself, the County, and the Subrecipient's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits set forth in this Contract. The County shall be listed as an additional insured on all insurance coverage required by this Contract, except Workers' Compensation insurance. The Subrecipient shall, upon ten (10) days' prior written request from the County, deliver copies to the County, or make copies

available for the County's inspection at Subrecipient's place of business, of any and all insurance policies that are required in this Contract. If the Subrecipient fails to deliver or make copies of the policies available to the County; fails to obtain replacement insurance or have previous insurance policies reinstated or renewed upon termination or cancellation of existing required coverages; or fails in any other regard to obtain coverages sufficient to meet the terms and conditions of this Contract, then the County may, at its sole option, terminate this Contract.

7.7 Indemnification. The Subrecipient shall indemnify and save harmless the County, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of the Subrecipient, its agents, officers, or employees in connection with the performance of this Contract.

7.8 Public Records. The Subrecipient agrees to comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Specifically, the Subrecipient shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Subrecipient upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure of the Subrecipient to comply with these requirements shall be a material breach of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772)226-1424

PUBLICRECORDS@IRCGOV.COM

Indian River County of the County Attorney

1801 27th Street

Vero Beach, FL 32960

8. **Termination.** This Contract may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In addition, the County may

terminate this Contract for convenience upon ten (10) days prior written notice to the Subrecipient if the County determines that such termination is in the public interest.

9. Notice and Contact Information - Except as otherwise provided in this Contract, any notice required pursuant to this Contract from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Subrecipient are:

County: Kristin Daniels, Director Office of Management and Budget
Indian River County
1801 27th Street
Building A
Vero Beach, FL 32960

Subrecipient: Louise Hubbard, Executive Vice President
Treasure Coast Homeless Services Council, Inc.
2525 St. Lucie Avenue
Vero Beach, FL 32960

10. Availability of Funds. The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.
11. Standard Terms. This Contract is subject to the standard terms attached hereto as Exhibit D and incorporated herein in its entirety by this reference.
12. Sovereign Immunity. Nothing herein shall constitute a waiver of the County's sovereign immunity.

IN WITNESS WHEREOF, County and Subrecipient have entered into this Contract on the date first above written.

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner Joseph E. Flescher, Chairman

Attest: Jeffrey R. Smith, Clerk of Courts & Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Approved: _____
Jason Brown, County Administrator

Dylan Reingold, County Attorney

SUBRECIPIENT:

By: 
Louise Hubbard, Executive Vice President

Agency Name: Treasure Coast Homeless
Services Council, Inc.

EXHIBIT A

Indian River County BOCC Continuum of Care Grants

<u>Description/Grant Name</u>	<u>Federal Award ID # (FAIN)</u>	<u>CFDA#</u>	<u>Amount</u>	<u>Award Date</u>	<u>Grant Period</u>
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0113L4H092008	14.267	\$ 112,260		09/01/21-08/31/22
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0114L4H092013	14.267	\$ 88,848		04/01/21-03/31/22
CONTINUUM OF CARE - HMIS	FL0116L4H092013	14.267	\$ 35,400		09/01/21-08/31/22
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0119L4H092013	14.267	\$ 338,304		07/01/21-06/30/22
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0338L4H092007	14.267	\$ 88,848		09/01/21-08/31/22
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0360L4H092011	14.267	\$ 116,292		06/01/21-05/31/22
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0380L4H092006	14.267	\$ 112,128		09/01/21-08/31/22
CONTINUUM OF CARE - HMIS	FL0418L4H092008	14.267	\$ 27,840		01/01/22-12/31/22
CONTINUUM OF CARE - RENTAL ASSISTANCE	FL0440L4H092009	14.267	\$ 135,588		04/01/21-03/31/22
SUBTOTAL OF AWARDS			\$ 1,055,508		

EXHIBIT B

CONSENT AGENDA
BCC Meeting 04 06 2021



INDIAN RIVER COUNTY, FLORIDA
AGENDA ITEM
Assistant County Administrator /
Department of General Services

Date: March 30, 2021
To: The Honorable Board of County Commissioners
Thru: Jason E. Brown, County Administrator
Thru: Michael Zito, Assistant County Administrator
From: Leigh Anne Uribe, Director County Human Services
Subject: Annual HUD Grant Renewals for Continuum of Care (CoC) Programs

BACKGROUND:

The Federal Department of Housing and Urban Development (HUD) offers permanent, supportive housing to persons experiencing homelessness as well as services including health care and mental health counseling. On behalf of Indian River County, grant applications are submitted by Treasure Coast Homeless Services Council, Inc. (TCHSC) for funding of these services. Once awarded, TCHSC administers the grant funds for Continuum of Care (CoC) programs in cooperation with the Human Services Department of Indian River County and the State Health Department.

Below is a list of nine grants awarded to Indian River County, which are renewing in 2021

GRANT NUMBER	Project	HUD FUNDING	Performance Period
FL0113L4H092008	2019 CoC Wide TRA Renewal	\$112,260	09-01-2021 ends 08-31-2022
FL0114L4H092013	2019 ALCOHOPE Renewal	\$88,848	04-01-2021 ends 03-31-2022
FL0116L4H092013	2019 HMIS Coordinated Entry	\$35,400	09-01-2021 ends 08-31-2022
FL0119L4H092013	2019 New CHRONICS	\$338,304	07-01-2021 ends 06-30-2022
FL0338L4H092007	2019 CoC TRA2	\$88,848	09-01-2021 ends 08-31-2022
FL0360L4H092111	2019 Indian River Chronics Renewal	\$116,292	06-01-2021 ends 05-31-2022
FL0380L4H092006	2019 FAMILY RENTAL Assistance	\$112,128	09-01-2021 ends 08-31-2022
FL0418L4H092008	2019 DATA QUALITY	\$27,840	01-01-2022 ends 12-31-2022
FL0440L4H092009	2019 New Horizons TWO	\$135,588	04-01-2021 ends 03-31-2022
TOTAL AMOUNT:		\$1,055,508	

FUNDING:

These grants require NO MATCHING FUNDS from the County and there are no changes from previous years in the method the funds are to be disbursed.

RECOMMENDATION:

Staff recommends the Board acknowledge the renewal of the nine grants currently awarded by HUD in the aggregate amount of \$1,055,508. Staff further request Board's acceptance of the grant agreements upon their arrival and authorize Chairman to execute each individual Continuum of Care Program Grant Agreement upon receipt and review by County Attorney as to form and legal sufficiency.

ATTACHMENT:

U.S. Department of Housing and Urban Development Notice of January 29, 2021

DISTRIBUTION:

Louise Hubbard, Treasure Coast Homeless Services Council
Elissa Nagy, Finance Director

APPROVED AGENDA ITEM April 6, 2021



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
400 West Bay Street Suite 1015
Jacksonville, FL 32202

Grant Number (FAIN): FL0113L4H092008
Tax ID Number: 59-6000674
DUNS Number: 079208989

**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 Indian River County Board of Commissioners (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$112,260, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0113L4H092008	12 months	09/01/2021-08/31/2022	\$112,260

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$112,260
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$0
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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.

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).

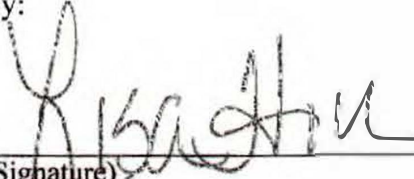
This agreement is hereby executed on behalf of the parties as follows:

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

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 4, 2021

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By:



(Signature of Authorized Official)

Joseph E. Flescher, Chairman

(Typed Name and Title of Authorized Official)

June 11, 2021

(Date)


Approved by BCC: April 6, 2021

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 

Deputy Clerk

Approved:

By: 

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By:



Dylan Reingold, County Attorney

INDIRECT COST RATE 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
400 West Bay Street Suite 1015
Jacksonville, FL 32202

Grant Number (FAIN): FL0114L4H092013
Tax ID Number: 59-6000674
DUNS Number: 079208989

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 Indian River County Board of Commissioners (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$88,848, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0114L4H092013	12 months	04/01/2021-03/31/2022	\$88,848

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$88,848
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$0
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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.

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:

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

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 7, 2021

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By: 

(Signature of Authorized Official)



Joseph E. Flescher, Chairman

(Typed Name and Title of Authorized Official)

June 23, 2021

(Date)

Approved by BCC: April 6, 2021

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 

Deputy Clerk

Approved: 
By: _____
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: 

Dylan Reingold, County Attorney

INDIRECT COST RATE 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
400 West Bay Street Suite 1015
Jacksonville, FL 32202

Grant Number (FAIN): FL0116L4H092013
Tax ID Number: 59-6000674
DUNS Number: 079208989

**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 Indian River County Board of Commissioners (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$35,400, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0116L4H092013	12 months	09/01/2021-08/31/2022	\$35,400

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$0
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$35,400
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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.

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).

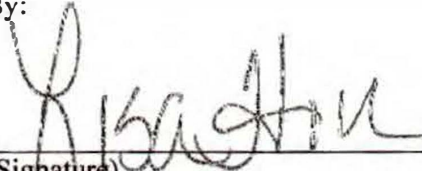
This agreement is hereby executed on behalf of the parties as follows:

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

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 4, 2021

(Date)

RECIPIENT

Indian River County Board of County Commissioners
(Name of Organization)

By: 

(Signature of Authorized Official)



Joseph E. Flescher, Chairman


(Typed Name and Title of Authorized Official)

June 11, 2021

(Date)

Approved by BCC: April 6, 2021

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 


Deputy Clerk

Approved:

By: 

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: 

Dylan Reingold, County Attorney

INDIRECT COST RATE 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
400 West Bay Street Suite 1015
Jacksonville, FL 32202**

**Grant Number (FAIN): FL0119L4H092013
Tax ID Number: 59-6000674
DUNS Number: 079208989**

**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 Indian River County Board of Commissioners (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$338,304, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0119L4H092013	12 months	07/01/2021-06/30/2022	\$338,304

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$338,304
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$0
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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.

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).

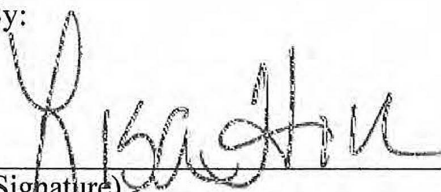
This agreement is hereby executed on behalf of the parties as follows:

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

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 7, 2021

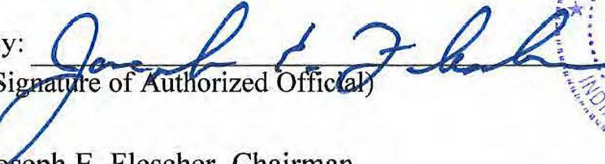
(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By:



(Signature of Authorized Official)



Joseph E. Flescher, Chairman

(Typed Name and Title of Authorized Official)

June 23, 2021

(Date)

Approved by BCC: April 6, 2021

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 

Deputy Clerk

Approved:

By: 

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: 

Dylan Reingold, County Attorney

INDIRECT COST RATE 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
400 West Bay Street Suite 1015
Jacksonville, FL 32202**

**Grant Number (FAIN): FL0338L4H092007
Tax ID Number: 59-6000674
DUNS Number: 079208989**

**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 Indian River County Board of Commissioners (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$88,848, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0338L4H092007	12 months	09/01/2021-08/31/2022	\$88,848

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$88,848
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$0
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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.

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:

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

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 7, 2021

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By:



(Signature of Authorized Official)

Joseph E. Flescher, Chairman

(Typed Name and Title of Authorized Official)

June 23, 2021

(Date)



Approved by BCC: April 6, 2021

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 
Deputy Clerk

Approved:

By: 
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: 
Dylan Reingold, County Attorney

INDIRECT COST RATE 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.

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
400 West Bay Street Suite 1015
Jacksonville, FL 32202

Grant Number (FAIN): FL0360L4H092011
Tax ID Number: 59-6000674
DUNS Number: 079208989

**CONTINUUM OF CARE PROGRAM (CFA# 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 Indian River County Board of Commissioners (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$116,292, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0360L4H092011	12 months	06/01/2021-05/31/2022	\$116,292

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$116,292
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$0
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, 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:

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The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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

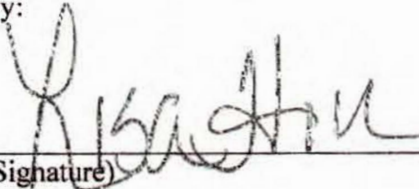
This agreement is hereby executed on behalf of the parties as follows:

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

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 4, 2021

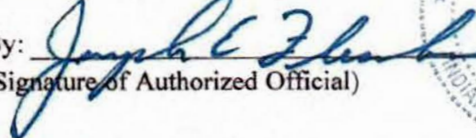
(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By:



(Signature of Authorized Official)

Joseph E. Flescher, Chairman

(Typed Name and Title of Authorized Official)

June 11, 2021

(Date)

Approved by BCC: April 6, 2021.

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

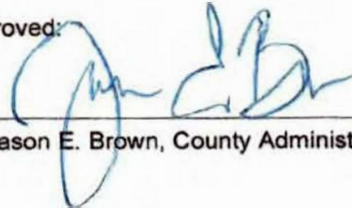
By:



Deputy Clerk

Approved:

By:



Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By:


Dylan Reingold, County Attorney

INDIRECT COST RATE 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.

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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
400 West Bay Street Suite 1015
Jacksonville, FL 32202

Grant Number (FAIN): FL0380L4H092006
Tax ID Number: 59-6000674
DUNS Number: 079208989

**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 Indian River County Board of Commissioners (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$112,128, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0380L4H092006	12 months	09/01/2021-08/31/2022	\$112,128

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$112,128
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$0
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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.

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).

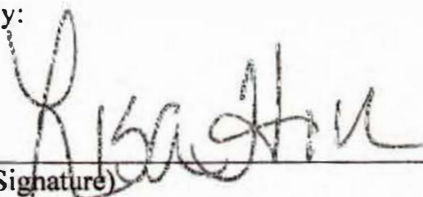
This agreement is hereby executed on behalf of the parties as follows:

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

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 4, 2021

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By: 

(Signature of Authorized Official)



Joseph E. Flescher, Chairman

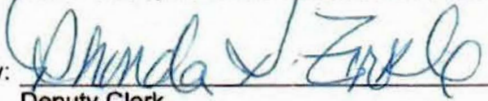
(Typed Name and Title of Authorized Official)

June 11, 2021

(Date)

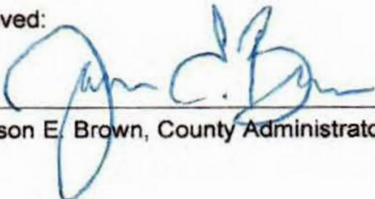
Approved by BCC: April 6, 2021.

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 

Deputy Clerk

Approved:

By: 

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: 

Dylan Reingold, County Attorney

INDIRECT COST RATE 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
400 West Bay Street Suite 1015
Jacksonville, FL 32202

Grant Number (FAIN): FL0418L4H092008
Tax ID Number: 59-6000674
DUNS Number: 079208989

**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 Indian River County Board of Commissioners (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$27,840, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0418L4H092008	12 months	01/01/2022-12/31/2022	\$27,840

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$0
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$27,840
f. Administrative costs	\$0
g. Relocation costs	\$0
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 start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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.

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:

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

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

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)


June 4, 2021

(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By: 

(Signature of Authorized Official)



Joseph E. Flescher, Chairman

(Typed Name and Title of Authorized Official)

June 11, 2021

(Date)

Approved by BCC: April 6, 2021

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 

Deputy Clerk

Approved: 
By: _____
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: 

Dylan Reingold, County Attorney

INDIRECT COST RATE 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.

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
400 West Bay Street Suite 1015
Jacksonville, FL 32202

Grant Number (FAIN): FL0440L4H092009
Tax ID Number: 59-6000674
DUNS Number: 079208989

**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 Indian River County Board of Commissioners (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$135,588, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
FL0440L4H092009	12 months	04/01/2021-03/31/2022	\$135,588

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
Leasing	\$0
b. Rental assistance	\$135,588
c. Supportive Services	\$0
d. Operating costs	\$0
e. Homeless Management Information System	\$0
f. Administrative costs	\$0
g. Relocation costs	\$0
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

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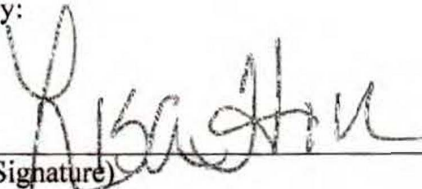
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**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Lisa Hill, Director

(Typed Name and Title)

June 4, 2021

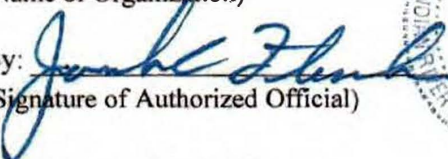
(Date)

RECIPIENT

Indian River County Board of County Commissioners

(Name of Organization)

By:



(Signature of Authorized Official)

Joseph E. Flescher, Chairman

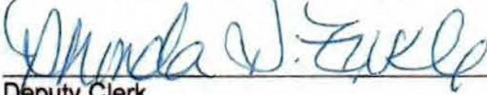
(Typed Name and Title of Authorized Official)

June 11, 2021

(Date)

Approved by BCC: April 6, 2021

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: 

Deputy Clerk

Approved:

By: 

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

By: 

Dylan Reingold, County Attorney

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

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EXHIBIT C

[From policy adopted by Indian River County Board Of County Commissioners on February 19, 2002]

“D. Nonprofit Agency Responsibilities After Award of Funding

Indian River County provides funding to all nonprofit agencies on a reimbursement basis only.

All reimbursable expenses must be documented by an invoice and/or a copy of the canceled check or credit card payment. Any expense not documented properly to the satisfaction of the Office of Management & Budget and/or the County Administrator may not be reimbursed.

If an agency repeatedly fails to provide adequate documentation, this may be reported to the Board of Commissioners. In the event an agency provides inadequate documentation on a consistent basis, funding may be discontinued immediately. Additionally, this may adversely affect future funding requests.

Expenditures may only be reimbursed from the fiscal year for which funding was awarded. For example, no expenditures prior to October 1st may be reimbursed with funds from the following year. Additionally, if any funds are unexpended at the end of a fiscal year, these funds are not carried over to the next year unless expressly authorized by the Board of Commissioners.

All requests for reimbursement at fiscal year end September 30th must be submitted on a timely basis. Each year, the Office of Management Budget will send a letter to all nonprofit agencies advising of the deadline for reimbursement requests for the fiscal year. This deadline is typically early to mid October, since the Finance Department does not process checks for the prior fiscal year beyond that point.

Each reimbursement request must include a summary of expenses by type. These summaries should be broken down into salaries, benefits, supplies, contractual services, etc. If Indian River County is reimbursing an agency for only a portion of an expense (e.g. salary of an employee), then the method for this portion should be disclosed on the summary. The Office of Management Budget has summary forms available.

Indian River County will not reimburse certain types of expenditures. These expenditure types are listed below.

- a. Travel expenses for travel outside the County including but not limited to; mileage reimbursement, hotel rooms, meals, meal allowances, per Diem, and tolls. Mileage reimbursement for local travel (within Indian River County) is allowable.
- b. Sick or Vacation payments for employees. Since agencies may have various sick and vacation pay policies, these must be provided from other sources.
- c. Any expenses not associated with the provision of the program for which the County has awarded funding.
- d. Any expense not outlined in the agency's funding application.

The County reserves the right to decline reimbursement for any expense as deemed necessary.”

EXHIBIT D

STANDARD TERMS FOR GRANT CONTRACT

1. Venue; Choice of Law: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justifiable in federal court.
2. Entirety of Agreement: This Contract incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by both parties.
3. Severability: In the event any provision of this Contract is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law. To that extent, this Contract is deemed severable.
4. Captions and Interpretations: Captions in this Contract are included for convenience only and are not to be considered in any construction or interpretation of this Contract or any of its provisions. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.
5. Independent Contractor. The Subrecipient is and shall be an independent contractor for all purposes under this Contract. The Subrecipient is not an agent or employee of the County, and any and all persons engaged in any of the services or activities funded in whole or in part performed pursuant to this Contract shall at all times and in all places be subject to the Subrecipient's sole direction, supervision, and control.
6. Assignment. This Contract may not be assigned by the Subrecipient without the prior written consent of the County.