2008 SUPPORTIVE HOUSING PROGRAM
RENEWAL GRANT AGREEMENT **31379**

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and City of Long Beach, 2525 Grand Avenue, Long Beach, CA 90815, the Recipient, whose Tax ID number is [redacted] for Project Number: CA0623B9D060801 to be located at 2205 San Gabriel Avenue, Long Beach, California 90810.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published March 19, 2008 at 73 FR 14882, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which was published July 10, 2008 at 73 FR 39840. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the Application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the grant term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

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(v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vi) Any other relevant considerations.

(f) *Audit.* The financial management systems used by recipients under this program must provide for audits in accordance with 24 CFR part 44 or part 45, as applicable. HUD may perform or require additional audits as it finds necessary or appropriate.

(g) Davis-Bacon Act. The provisions of the Davis-Bacon Act do not apply to this program.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 5211, Feb. 9, 1996; 64 FR 50226, Sept. 15, 1999]

Subpart E—Administration

§ 583.400 Grant agreement.

(a) *General.* The duty to provide supportive housing or supportive services in accordance with the requirements of this part will be incorporated in a grant agreement executed by HUD and the recipient.

(b) *Enforcement.* HUD will enforce the obligations in the grant agreement through such action as may be appropriate, including repayment of funds that have already been disbursed to the recipient.

§ 583.405 Program changes.

(a) *HUD approval.* (1) A recipient may not make any significant changes to an approved program without prior HUD approval. Significant changes include, but are not limited to, a change in the recipient, a change in the project site, additions or deletions in the types of activities listed in § 583.100 of this part approved for the program or a shift of more than 10 percent of funds from one approved type of activity to another, and a change in the category of participants to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the consolidated plan (see § 583.155).

(2) Approval for changes is contingent upon the application ranking remaining high enough after the approved change to have been competitively selected for funding in the year the application was selected.

(b) *Documentation of other changes.* Any changes to an approved program that do not require prior HUD approval must be fully documented in the recipient's records.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 51176, Sept. 30, 1996]

§ 583.410 Obligation and deobligation of funds.

(a) *Obligation of funds.* When HUD and the applicant execute a grant agreement, funds are obligated to cover the amount of the approved assistance under subpart B of this part. The recipient will be expected to carry out the supportive housing or supportive services activities as proposed in the application.

(b) *Increases.* After the initial obligation of funds, HUD will not make revisions to increase the amount obligated.

(c) *Deobligation.* (1) HUD may deobligate all or parts of grants for acquisition, rehabilitation, acquisition and rehabilitation, or new construction:

(i) If the actual total cost of acquisition, rehabilitation, acquisition and rehabilitation, or new construction is less than the total cost anticipated in the application; or

(ii) If proposed activities for which funding was approved are not begun within three months or residents do not begin to occupy the facility within nine months after grant execution.

(2) HUD may deobligate the amounts for annual leasing costs, operating costs or supportive services in any year:

(i) If the actual leasing costs, operating costs or supportive services for that year are less than the total cost anticipated in the application; or

(ii) If the proposed supportive housing operations are not begun within three months after the units are available for occupancy.

(3) The grant agreement may set forth in detail other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(4) HUD may:

(i) Readvertise the availability of funds that have been deobligated under this section in a notice of fund availability under § 583.200, or

(ii) Award deobligated funds to applications previously submitted in response to the most recently published notice of fund availability, and in accordance with subpart C of this part.