

**Grant Number/FAIN: CA9006U9D062200**

**Recipient Name: City of Long Beach CA 606**

**Tax ID No.:** [REDACTED]

**Unique Entity Identifier (UEI) Number: P43FW2K6F7Z9**

**Federal Award Date: August 25, 2023**

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**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)  
GRANT AGREEMENT FOR UNSHELTERED HOMELESSNESS SET ASIDE**

**36682**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Long Beach, CA 606 (the “Recipient”).

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

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. Section 231 of the Department of Housing and Urban Development Appropriations Act, 2020 (42 U.S.C. 11364a; Public Law 116-94, approved December 20, 2019);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness Notice of Funding Opportunity (“Special NOFO”), published on October 20, 2022; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

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

- The Recipient is a Unified Funding Agency (UFA).
- The Recipient is the sole recipient designated by the applicable Continuum of Care.
- The Recipient is not the only recipient designated by the applicable Continuum of Care.

**If the Recipient is a UFA or sole recipient these provisions apply:**

HUD’s total funding obligation for this grant is \$5,193,648 allocated between the budget line items as follows:

<b>Performance Period</b>	<b>Budget Period</b>
October 1, 2023 – September 30, 2026	October 1, 2023 – September 30, 2026
a. Continuum of Care Planning Activities	\$ 0
b. UFA Costs	\$ 155,808
c. Leasing	\$ 0
d. Rental assistance	\$ 2,528,784
e. Supportive services	\$ 2,039,724
f. Operating costs	\$ 0
g. Homeless Management Information System	\$ 149,946
h. Administrative costs	\$ 319,386
i. Relocation costs	\$ 0

As provided in 24 CFR 578.105(a)(1), a shift in a single year of more than 10 percent of the total amount awarded under this grant for one approved eligible activity category to another activity (i.e. from the amounts in one of the identified budget line items to another) is a change that requires prior HUD approval as evidenced by an amendment to this Agreement.

The Grant Funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects and in the amounts listed below to be used during the budget period stated above.

**UFA Projects:**

<b>Project No.</b>	<b>Amount</b>
CA2208H9D062200	\$1,521,570
CA2207H9D062200	\$1,441,923
CA2209H9D062200	\$765,657
CA2210H9D062200	\$210,560
CA2206H9D062200	\$957,093
CA2205H9D062200	\$141,037

**UFA Cost Project:**

<b>Project No.</b>	<b>Amount</b>
CA2204H9D062200	\$155,808

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(2) or (3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

As provided in 24 CFR 578.105(b)(1), a shift of more than 10 percent from one approved eligible activity to another (i.e. from the amounts in one of the identified budget line items to another) is a change that requires prior HUD approval as evidenced by an amendment to this Agreement.

### **Pre-award Costs for Continuum of Care Planning**

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

### **These provisions apply to all Recipients:**

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

Any Permanent Housing (PH), Joint Transitional Housing (Joint TH) and Permanent Housing Rapid Re-Housing (PH-RRH) component project, and Supportive Service Only projects (SSO) funded under this Agreement must follow a Housing First Approach as required by the Special NOFO.

Projects funded under this Agreement must be consistent with the CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs ("the Plan") that was developed in response to the Special NOFO. The Recipient represents that the project(s) funded by this Agreement are consistent with the Plan. Operating a project in a manner that is inconsistent with the Plan constitutes a material breach of this Agreement, for which HUD may declare Recipient in default of the Agreement and seek remedies available pursuant to 24 CFR 578.107.

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

that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

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

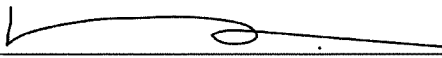
HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned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

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

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

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

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

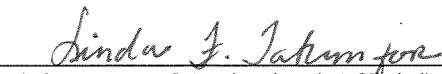
BY:   
(Signature)

Rufus Washington, Director, Office of Community Planning and Development

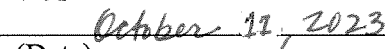
Date: August 25, 2023


**RECIPIENT**  
City of Long Beach  
(Name of Organization)

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

BY:   
(Signature of Authorized Official)  
Tom Modica, City Manager

(Typed Name and Title of Authorized Official)

  
(Date)

APPROVED AS TO FORM  
10 - 10 . 20 23  
DAWN MCINTOSH, City Attorney  
By:   
ANITA LAKHANI  
DEPUTY CITY ATTORNEY

## INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

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).