

Grant Number/FAIN: CA9999U9D062209
Recipient Name: City of Long Beach CA 606
Tax ID No.: [REDACTED]
Unique Entity Identifier (UEI) Number: P43FW2K6F7Z9
Federal Award Date: August 25, 2023

CONTINUUM OF CARE PROGRAM (CFDA# 14.267)
GRANT AGREEMENT

36669

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” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2022 (Pub. L. 117-103, approved March 15, 2022);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

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

- 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 \$10,045,119 allocated as follows:

Period of Performance	Budget Period
(July 1, 2023) - (June 30, 2024)	(July 1, 2023) - (June 30, 2024)
a. Continuum of Care Planning Activities	\$ 284,296
b. UFA Costs	\$ 284,296
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 2,749,452
g. Rental assistance	\$ 2,002,944
h. Supportive services	\$ 3,312,605
i. Operating costs	\$ 502,440
j. Homeless Management Information System	\$ 365,842
k. Administrative costs	\$ 543,244
l. Relocation costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

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 Renewal projects:

Project No.	Amount
CA0629U9D062215	\$ 168,270
CA2177U9D062200	\$ 284,296
CA2178U9D062200	\$ 284,296
CA1801U9D062204	\$ 418,256
CA0647U9D062215	\$ 277,624
CA1895U9D062203	\$ 511,555
CA0644U9D062215	\$ 1,484,454
CA1518U9D062207	\$ 346,714
CA0932U9D062213	\$ 156,246
CA0649U9D062215	\$ 258,841
CA0627U9D062215	\$ 489,879

CA0632U9D062215	\$ 813,371
CA0646U9D062215	\$ 756,548
CA1359U9D062206	\$ 442,999
CA0651U9D062215	\$ 249,665
CA0650U9D062215	\$ 335,460
CA1608U9D062206	\$ 407,222
CA0622U9D062215	\$ 224,843
CA0625U9D062215	\$ 450,302
CA0641U9D062215	\$ 842,737
CA0633U9D062215	\$ 226,963
CA0635U9D062215	\$ 332,030
CA0652U9D062214	\$ 282,548

CoC Planning Project:

Project No.	Amount
CA2178U9D062200	\$ 284,296

UFA Cost Project:

Project No.	Amount
CA2177U9D062200	\$ 284,296

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.

Pre-award Costs for Continuum of Care Planning

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

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for

a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

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

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

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

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

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

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

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and

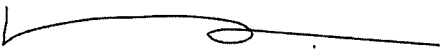
notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds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

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

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

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

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

BY: 
(Signature)

Rufus Washington, Director, Office of Community Planning and Development

Date: August 25, 2023

RECIPIENT


City of Long Beach
(Name of Organization)

BY: 
(Signature of Authorized Official)

LINDA F. TATUM, Assistant City Manager
(Typed Name and Title of Authorized Official)

9-14-2023
(Date)

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM
9-12-2023
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>
Catholic Charities of L. A. (CA0649U9D062215)	15.30%	Total Direct Cost
1736 Family Crisis Center (CA0627U9D062215)	11.30%	Total Direct Cost
Interval House (CA1895U9D062203)	10.00%	De minimis
Interval House (CA0629U9D062215)	10.00%	De minimis
Mental Health America (CA0633U9D062215)	10.00%	De minimis
Mental Health America (CA0644U9D062215)	10.00%	De minimis
Mental Health America (CA0652U9D062214)	10.00%	De minimis
PATH (CA0650U9D062215)	10.00%	De minimis
PATH (CA0632U9D062215)	10.00%	De minimis
United States Initiative (CA1518U9D062207)	14.90%	Total Allowable Direct Cost
United States Initiative (CA0625U9D062215)	14.90%	Total Allowable Direct Cost
United States Initiative (CA0622U9D062215)	14.90%	Total Allowable Direct Cost
United States Initiative (CA0651U9D062215)	14.90%	Total Allowable Direct Cost
United States Initiative (CA0647U9D062215)	14.90%	Total Allowable Direct Cost
Catholic Charities of L.A. (CA1359U9D062105)	15.30%	Total Direct Cost

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).

Agency Name	Project Name	Project Number	Total HUD Annual Renewal Award	Project Start Date	Project End Date
CoC 2022					
MHALA	SPC 95/00	CA0646U9D062215	756,548	7/1/2023	6/30/2024
MHALA	SPC 05 CH	CA0932U9D062213	156,246	7/1/2023	6/30/2024
CO C HACLB RENTAL ASSISTANCE SUBTOTALS			912,794		
Long Beach CoC	UFA Costs	CA2177U9D062100	284,296	7/1/2023	6/30/2024
Long Beach CoC	CoC Planning	CA2178U9D062200	284,296	7/1/2023	6/30/2024
1736 FCC	Domestic Violence	CA0627U9D062215	489,879	7/1/2023	6/30/2024
CCLA	TIP-Families	CA0649U9D062215	258,841	7/1/2023	6/30/2024
CCLA	CH Healthy Homes	CA1359U9D062206	442,999	7/1/2023	6/30/2024
DHHS	MSC	CA0641U9D062215	639,166	7/1/2023	6/30/2024
DHHS - HMIS	HMIS	CA0635U9D062215	332,030	7/1/2023	6/30/2024
Goodwill, SOLAC	Employment Services	CA0641U9D062215	99,242	7/1/2023	6/30/2024
HIS	Harbor PSH	CA1608U9D062206	407,222	7/1/2023	6/30/2024
Interval House	DV Shelter	CA0629U9D062215	168,270	7/1/2023	6/30/2024
Interval House	DV TH-RRH	CA1895U9D062203	511,555	7/1/2023	6/30/2024
LSSSC	It's a New Day	CA1801U9D062204	418,256	7/1/2023	6/30/2024
MHALA	Street to Home	CA0644U9D062215	1,484,454	7/1/2023	6/30/2024
MHALA	HAP	CA0633U9D062215	226,963	7/1/2023	6/30/2024
MHALA	TIP-Youth	CA0652U9D062214	282,548	7/1/2023	6/30/2024
PATH	Family Commons	CA0632U9D062215	813,371	7/1/2023	6/30/2024
PATH	Rapid Rehousing	CA0650U9D062215	335,460	7/1/2023	6/30/2024
TCC, SCATF	Homeless Healthcare	CA0641U9D062215	104,329	7/1/2023	6/30/2024
US VETS	Cabrillo Plaza PHD	CA0625U9D062215	450,302	7/1/2023	6/30/2024
US VETS	VIP	CA0651U9D062215	249,665	7/1/2023	6/30/2024
US VETS	Advance	CA0622U9D062215	224,843	7/1/2023	6/30/2024
US VETS	CHAMPS	CA1518U9D062207	346,714	7/1/2023	6/30/2024
US VETS	SPC 96/99	CA0647U9D062215	277,624	7/1/2023	6/30/2024
CO C SUBTOTALS			9,132,325		
TOTALS			10,045,119		