Tax ID No.:

**Project Location:** Long Beach, CA **Grant Number:** CA0635L9D061205.

**Effective Date:** 8/1/2013 **DUNS No.:** 130009269

## CONTINUUM OF CARE PROGRAM CONSOLIDATION AGREEMENT 33160

This Continuum of Care Program Consolidation Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and The City of Long Beach (the "Recipient").

## **RECITALS**

- 1. HUD and the Recipient entered into several Continuum of Care Program Grant Agreements, which for convenience of administration, the parties now desire to consolidate into one grant agreement.
- 2. The grant agreements selected for consolidation fund the same eligible activities within the same Continuum of Care geographic area.
- 3. The Recipient represents to HUD that Recipient is now and has been in compliance with the program requirements applicable to each of the grant agreements.
- 4. To accomplish the consolidation, the parties desire to merge the grant agreements into one, with the grant agreement having the earliest operating start date being the surviving grant; to terminate the other grant agreements; and to deobligate funds that would have been expended beyond the end date of the surviving grant agreement's year end.

## **AGREEMENTS**

1. The grant agreements being consolidated are:

Grant No: CA0635L9D061205; and Grant No: CA1131L9D061201

2. The grant agreement with the earliest start date is Grant No: CA0635L9D061205 (hereafter the "Surviving Grant"), for which the operating start date is 8/1/2013 and the end date is 7/31/2014. The grants with later start and end dates are hereafter called the "Terminating Grants."

3. The funds being deobligated from the Terminating Grant in order to properly align with	th the
operating year of the Surviving Grant is:	

Grant No: CA1132L9D061201 Amount \$146,433.00

4. The Terminating Grant is hereby terminated and the Surviving Grant is hereby amended by adding to the Surviving Grant all funds remaining in the Terminating Grants after deobligation pursuant to paragraph 3, above. HUD's total funding obligation for the Surviving Grant is hereby amended to be \$332,030.00, allocated as follows:

a. Continuum of Care planning activities	\$	
b. UFA costs	\$	
c. Acquisition	\$	
d. Rehabilitation	\$	
e. New construction	\$	
f. Leasing	\$	•
g. Rental assistance	\$	, which includes
for Tenant based rental assistance	\$	
for Project based rental assistance	\$	
for Sponsor based rental assistance	\$	
to renew Shelter Plus Care/SRO rental assistance	\$	•
h. Supportive services	\$	
i. Operating costs	\$	
j. Homeless Management Information System	\$310,310.	00
k. Administrative costs	\$ 21,720.0	00
1. Relocation costs	\$	

- 5. The Applications for the Terminating Grants are hereby incorporated into the Surviving Grant as part of the Grant Agreement. The term "Application" means the original and renewal application submissions, including the certifications and assurances, and any information or documentation required to meet any grant award conditions (including the application submissions for grants being consolidated in this agreement), on the basis of which HUD approved a grant.
- 6. This Agreement constitutes the entire agreement of the parties as to amendment of the Surviving Grant and will become effective only upon the execution by all parties. The remaining terms of the Surviving Grant remain in full force and effect.
- 7. This Agreement may be amended only in writing executed by HUD and the Recipient.

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

Secretary of Housing and Urban Development		
BY: William Vug		
William Vasquez, Director, Community Planning and Development,		
Los Angeles Field Office		
9/28/13		
(Date)		
RECIPIENT		
City of Long Beach		
(Name of Organization)		
BY: Of HUMAN (Signature of Authorized Official)		
Patrick H. West, City Manager		
(Typed Name and Title of Authorized Official)		
9/19/10		
(Date)		

UNITED STATES OF AMERICA,

APPROVED AS TO FORM

9/10 20 13

ROBERT E. SHANNON, CAY Attorney

By LINDA T. VU

DEPUTY CITY ATTORNEY