

Grant Number: CA9005U9D061900
Tax ID No.: 95-6000733
DUNS No.: 130009269

CONTINUUM OF CARE PROGRAM (CDFA#14.267)
GRANT AGREEMENT

35652

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 is 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 (the "Rule"), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

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.

(Check one)

- 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 \$ 468,907 allocated as follows:

a. Continuum of Care Planning Activities	\$ <u>0</u>
b. UFA Costs	\$ <u>0</u>
c. Acquisition	\$ <u>0</u>
d. Rehabilitation	\$ <u>0</u>

e. New construction	\$ 0
f. Leasing	\$19,920
g. Rental assistance	\$308,640
h. Supportive services	\$111,103
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$29,244
l. Relocation costs	\$ 0
m. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

The 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 listed below to be used during the stated performance period.

New Projects:

<u>Project No.</u> (# for each project)	<u>Amount</u> (insert total \$)	<u>Performance Period</u> (insert start and end dates)
CA1895U9D061900	\$468,907	7/1/2020 to 6/30/2021

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)(3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

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

For any transition project funded under this Agreement the 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 renewed 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 in the HUD Exchange 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 performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of 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 Application, unless the Recipient changes the address and key contacts 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
(Typed Name and Title) _____
September 9, 2020
(Date) _____

RECIPIENT
City of Long Beach
(Name of Organization) _____

BY: 
(Signature of Authorized Official) _____
Thomas B. Modica, City Manager
(Typed Name and Title of Authorized Official) _____
September 22, 2020
(Date) _____

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
SEPT. 17, 2020
CHARLES PARKIN, City Attorney

By 
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

~~APPROVED AS TO FORM AND RETURNED
_____, 20____
CHARLES PARKIN, City Attorney

ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY~~

INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<u>Interval House (CA1895U9D061900)</u>	<u>10.00</u> %	<u>de minimis</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).