

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-1001

SAP Number

N/A

### Human Services

<b>Department Contract Representative</b>	Tom Hernandez Chief of Homeless Services
<b>Telephone Number</b>	(909) 501-0610
<b>Contractor</b>	United States Department of Housing and Urban Development
<b>Contractor Representative</b>	Michael J. Kovalsky HUD Community Planning and Development Representative
<b>Telephone Number</b>	(213) 534-2566
<b>Contract Term</b>	11/1/2020 – 10/31/2021
<b>Original Contract Amount</b>	\$250,158
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$250,158
<b>Cost Center</b>	6210001000/WBSE 53.60.009

**Briefly describe the general nature of the contract:**

Grant award (Grant Agreement No. CA0939L9D091910) from the United States Department of Housing and Urban Development (HUD) for the Continuum of Care Homeless Management Information System, in the amount of \$250,158, for the one-year period beginning November 1, 2020 and ending October 31, 2021.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Suzanne Bryant, Deputy County Counsel

Date 10/20/2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

CaSonya Thomas, Assistant Executive Officer

Date OCT 20 2020



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
300 N. Los Angeles Street  
Suite 4054  
Los Angeles, CA 90012

**Grant Number: CA0939L9D091910**  
**Tax ID Number: 95-6002748**  
**DUNS Number: 809428316**

### **CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and County of San Bernardino Office of Homeless Services (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.

HUD’s total funding obligation for this grant is \$250,158, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

<b>Project No.</b>	<b>Grant Term</b>	<b>Performance Period</b>	<b>Total Amount</b>
CA0939L9D091910	12 months	11-01-2020 - 10-31-2021	\$250,158
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$238,246
j. Administrative costs			\$11,912
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

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)

October 15, 2020

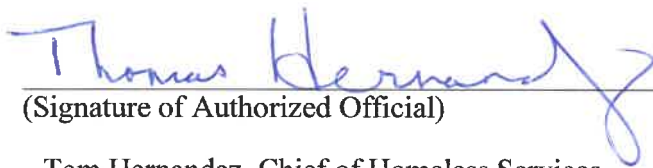
\_\_\_\_\_  
(Date)

**RECIPIENT**

County of San Bernardino

\_\_\_\_\_  
(Name of Organization)

By:



\_\_\_\_\_  
(Signature of Authorized Official)

Tom Hernandez, Chief of Homeless Services

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

October 27, 2020

\_\_\_\_\_  
(Date)

## Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

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).