

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



Contract Number
21-547

SAP Number
N/A

Office of Human Services

Department Contract Representative	Tom Hernandez Chief of Homeless Services
Telephone Number	(909) 501-0610
Contractor	United States Department of Housing and Urban Development
Contractor Representative	Michael J. Kovalsky HUD Community Planning and Development Representative
Telephone Number	(213) 534-2566
Contract Term	Planning -12 Months HMIS – 11/1/21 -10/31/22
Original Contract Amount	Planning - \$414,185 HMIS - \$250,158
Amendment Amount	\$0
Total Contract Amount	\$664,343
Cost Centers	6210031000 and 6210021000

Briefly describe the general nature of the contract:

Grant award agreement for the non-competitive grant awards from the United States Department of Housing and Urban Development Continuum of Care Program in the total combined amount of \$664,343 for Homeless Planning funding (Project No. CA1955L9D092000) in the amount of \$414,185, for the one-year period beginning the date of execution and final HUD approval and the Homeless Management Information System (HMIS) (Project No. CA0939L9D092011) in the amount of \$250,158, for the period of November 1, 2021 through October 31, 2022.

FOR COUNTY USE ONLY

DocuSigned by:
Suzanne Bryant
C2A78869B945419...
Suzanne Bryant, Deputy County Counsel
Date 6/30/2021

Reviewed for Contract Compliance
Date

DocuSigned by:
CaSonya Thomas
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CaSonya Thomas, Assistant Executive Officer
Date 6/30/2021



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 (FAIN): Multiple Projects
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, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are 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 at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$664,343, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
CA0939L9D092011	12	11/1/2021 to 10/31/2022	\$250,158

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
b. Leasing	\$0
c. Rental assistance	\$0
d. Supportive Services	\$0
e. Operating costs	\$0
f. Homeless Management Information System	\$238,246
g. Administrative costs	\$11,912
h. Relocation costs	\$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
CA1955L9D092000	12	-	\$414,185

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$414,185
b. Leasing	\$0
c. Rental assistance	\$0
d. Supportive Services	\$0
e. Operating costs	\$0
f. Homeless Management Information System	\$0
g. Administrative costs	\$0
h. Relocation costs	\$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0

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 start date of the award budget period/performance period, 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:

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

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement 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/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

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/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
(Typed Name and Title)

April 21, 2021
(Date)

RECIPIENT

County of San Bernardino Office of Homeless Services
(Name of Organization)

By:

DocuSigned by:
Tom Hernandez

AR556752758E48E
(Signature of Authorized Official)

Tom Hernandez, Chief of Homeless Services
(Typed Name and Title of Authorized Official)

7/16/2021
(Date)

INDIRECT COST RATE 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).