

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



Contract Number

24-912

SAP Number

## Community Revitalization

Department Contract Representative  
Telephone Number

Marcus Dillard  
501-0610

Contractor

United States Department of Housing  
and Urban Development

Contractor Representative  
Telephone Number

Rufus Washington, Director

Contract Term

November 1, 2024-October 31, 2025

Original Contract Amount

\$250,158

Total Contract Amount

\$250,158

Cost Center

6210002491

**Briefly describe the general nature of the contract:** On June 4, 2024, acting as the lead agency on behalf of the Continuum of Care (CoC), the Office of Homeless Services received the Fiscal Year 2023 CoC Program Standard Agreement from the United States Department of Housing and Urban Development for the Homeless Management Information Services (HMIS) renewal grant award (Project No. CA0939L9D092314) in the amount of \$250,158. The grant award helps fund the local HMIS software which is used to collect data related to the provision of housing and services to individual and families at risk of and experiencing homelessness.

### FOR COUNTY USE ONLY

Approved as to Legal Form:

► Suzanne Bryant  
Suzanne Bryant, Deputy County Counsel

Date September 12, 2024

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► Marcus Dillard  
Marcus Dillard, Chief of Homeless Services

Date September 12, 2024



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: CA0939L9D092314**  
**Recipient's Name: County of San Bernardino Office of Homeless Services**  
**Tax ID Number: 95-6002748**  
**Unique Entity Identifier [SAM]: NN3JV1EM6HM5**  
**Federal Award Date: 6/4/2024**

**CONTINUUM OF CARE PROGRAM (CDFS# 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 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, 2023 (Pub. L. 117-328, approved December 29, 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.

HUD's total funding obligation authorized by this grant agreement is \$250,158, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<b>Grant No.</b>	<b>Grant Term</b>	<b>Performance Period</b>	<b>Total Amount</b>
CA0939L9D092314	12 months	11-01-2024 - 10-31-2025	\$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. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$11,912
m. Relocation Costs			\$0
n. 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 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.

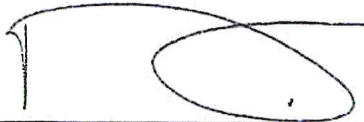
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

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

(Typed Name and Title)

June 4, 2024

(Date)

**RECIPIENT**

County of San Bernardino

(Name of Organization)

By:



(Signature of Authorized Official)

Marcus Dillard, Chief of Homeless Services

10/9/2024

(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).



## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: Office of Homeless Services/Community Revitalization

Contact Name: Tamra DeMartini

Telephone: 382-3982

Agreement No.: 24-911 Amendment No.: \_\_\_\_\_ Date of Board Item 9/24/24 Board Item No.: 30

Name of Contract Entity/Project Name: HMIS and Planning Grant Agreements

**Explanation of request/Special Instructions:**

OHS requests the signature of the Chief of Homeless Services on the attached United States Dept of Housing and Urban Development Continuum of Care Planning Grant (Contract No. 24-911) and Homeless Management Information System Grant (Contract No. 24-912).

On September 24, 2024 (Item No. 30), the Board of Supervisors delegated signature authority to the Chief Executive Officer, Assistant Executive Officer, or the Chief of Homeless Services to execute the Board approved grant agreements, subject to review by County Counsel, on behalf of the San Bernardino City and County Continuum of Care.

**Insert check mark that the following required documents are attached to this request:**

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Suzanne Bryant	Date Sent: 10/2/2024
Reviewing County Counsel Use Only	Review Date <u>10/2/2024</u> <u>Suzanne Bryant</u> Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>10/4/24</u> <u>Maria Meza</u> Signature	Disposition: <input checked="" type="checkbox"/> Route for signature to: ____ Chair ____ CEO <input checked="" type="checkbox"/> Department ____ Return to Department for preparation of agenda item