



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
301 NW 6th Street
Suite 200
Oklahoma City, OK 73102

Grant Number: OK0190Y6I022301
Recipient's Name: City of Oklahoma City
Tax ID Number: 73-6005359
Unique Entity Identifier [SAM]: D3MUME8J5T25
Federal Award Date: September 26, 2024

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 City of Oklahoma City (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 Notice of Funding Opportunity for the fiscal year in which the funds were awarded;
4. the following provisions of the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, except where they conflict with the requirements of the Fiscal Year 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants, the YHDP activities identified in the associated renewal or replacement YHDP project applications approved by HUD, or the requirement that grant funds may only be used to serve homeless youth, age 24 and younger: 24 CFR 578.3, 578.15, 578.23(a), 578.25, 578.27, 578.29, 578.37, 578.43, 578.45, 578.47, 578.49, 578.51, 578.53, 578.55, 578.57, 578.59, 578.61, 578.63, 578.73(c), 578.75, 578.77, 578.79, 578.81, 578.83, 578.85, 578.87, 578.89, 578.89, 578.91, 578.93, 578.95, 578.97, 578.99, 578.103(a)(3) - (18) and (b) – (e), 578.105, 578.107 and 578.109. The requirements of 2 CFR 200.306, as may be amended from time to time, with the exception of 200.306(b)(5) apply. All YHDP Renewal and replacement projects must comply with 24 CFR 578.93, except that in 578.93(c)(2), recipients must provide such information to the jurisdiction in which the project is located.; 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 use of Grant Funds and the operation of these projects are also subject to the

requirements of 2 CFR 200.306, as may be amended from time to time, with the exception of 200.306(b)(5).

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 \$496,665, allocated between the projects 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 stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Total Amount
OK0190Y6I022301	12 months	10-01-2024 - 09-30-2025	\$496,665
a. Leasing			\$0
b. Rental Assistance			\$0
c. Supportive Services			\$469,598
d. Operating costs			\$0
e. Homeless Management Information System			\$0
f. VAWA			\$0
g. Administrative costs			\$27,067
h. Other			\$0

The budget period and performance period of YHDP renewal and replacement projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed or replaced. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed or replaced and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for YHDP renewal or replacement 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 or replaced.

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 Act (BABA), 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:

EARL COOK

Digitally signed by: EARL COOK
DN: CN = EARL COOK C = US O = U.S. Government OU = Department
of Housing and Urban Development, Office of Administration
Date: 2024.09.26 16:34:52 -05'00'

(Signature)

Earl Cook, Director

(Typed Name and Title)

September 26, 2024

(Date)

RECIPIENT

City of Oklahoma City

(Name of Organization)

By:

See Attached

(Signature of Authorized Official)

David Holt, Mayor

(Typed Name and Title of Authorized Official)

(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).

APPROVED by The City of Oklahoma City and Signed by the Mayor of the City of Oklahoma City this
17TH day of DECEMBER, 2024.

ATTEST: [SEAL]

Amy K. Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED FOR FORM AND LEGALITY

Rita E. Douglas-Tally
Assistant Municipal Counselor