

Tax ID No.: 73-6005359
Community: OK-502-Oklahoma City
Grant Number (FAIN): OK0186Y6I021900
Effective Date: 09.23.22
UEI: D3MUME8J5T25

YOUTH HOMELESSNESS DEMONSTRATION GRANT AGREEMENT
(Assistance Listing #14.276)

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). Under the authority of the Consolidated Appropriations Act, 2019 (Pub. L. 116-6), the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94), and the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), and pursuant to the Youth Homelessness Demonstration Program Notice of Funding Opportunity, published May 24, 2021 (the NOFO), HUD selected 33 communities to participate in the Youth Homelessness Demonstration. Recipient was designated by the Community listed above the title of this Agreement to apply for funding for the project(s) identified on the attached Scope of Work (the Project), which is to be carried out within the geographic area of the Community.

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, and any information or documentation required to meet any Grant award condition. All other terms shall have the meaning given in the NOFO. If a term is not defined in the NOFO, then the term shall have the meaning given in the Continuum of Care Program regulation, 24 CFR part 578 (the Regulation).

The Application is incorporated herein as part of this Agreement, except as modified on the attached Scope of Work exhibit attached hereto as Exhibit 1 and made a part hereof. In the event of any conflict between the Application and any provision contained in this Agreement, this Agreement shall control.

The use of Grant Funds under this Agreement is subject to the requirements imposed by the NOFO.

Amendments to 2 CFR part 200. The Recipient must comply with the applicable requirements at 2 CFR part 200, as amended.

Effective Date and Period of Performance. This Agreement shall be effective upon execution by HUD. The Period of Performance/Budget Period (collectively referred to as the Period of Performance or performance period) shall begin on the date of execution by HUD and shall end on the date identified in the Scope of Work. Except for Grants for planning costs, the Grant may be eligible for one (1) year renewals through the CoC Program. Grants for

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planning costs are nonrenewable. Performance period extensions may be made, consistent with 2 CFR 200.308 and 2 CFR 200.309.

Environmental Review. No funds may be drawn down by Recipient until HUD has approved site control pursuant to the Environmental Requirements of the NOFO.

Applicable Regulations. Although the Grant is not a Continuum of Care program Grant, the NOFO made Continuum of Care program requirements applicable to the use of Grant funds. The Grant is subject to the following provisions of the Regulation, as may be amended from time to time, except where they conflict with the NOFO requirements, activities that the Recipient will implement and are authorized pursuant to I.A.C.1.a. or b. of Appendix A of the NOFO, waivers issued by HUD and identified in this Agreement, or with the proviso that Grant funds may only be used to serve homeless youth, age twenty-four (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), 578.107 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. Grants for planning costs are subject to 24 CFR 578.7(c) and (d) and 578.39(b) and (c), as may be amended from time to time, but Grant funds may only be used for costs of planning related to preventing and ending youth homelessness in the Community.

Matching Requirements.

☐ The Recipient was exempted from matching requirements.

☒ The Recipient or Subrecipient must match all Grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. The 25 percent match must be provided on a Grant-by-Grant basis. Match must be used for the costs of activities that are eligible under subpart D of 24 CFR part 578. If program income will be used as a source of match it must have been shown in the Application.

HMIS. Unless the Grant is for the costs of coordinated entry or planning costs, Recipient must participate in the Community's HMIS system and contribute data to it. Victim service providers must use a comparable database that complies with HUD's HMIS requirements.

Indirect cost rate.

☒ The Recipient will not use an indirect cost rate to charge its indirect costs to the grant.

☐ The attached indirect cost rate(s) listed on Exhibit 2, the Indirect Cost Rate Schedule, are incorporated into and made part of this Agreement, provided that each rate identified meets the applicable requirements under 2 CFR part 200 (including appendices).

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The Recipient must only charge indirect costs to the grant as provided by the applicable requirements in 2 CFR part 200 (including appendices) and 24 CFR 578.63, as may be amended from time to time. The Recipient must immediately notify HUD of any change in the Recipient's indirect cost methodology or rate(s), so that HUD can amend the Grant Agreement if necessary, to reflect that change.

Consistency with the Community Plan. Projects must be consistent with the Community's HUD-approved Coordinated Community Plan (the Plan) to prevent and end youth homelessness. If the Community has developed and obtained HUD approval of the Plan in response to the NOFO, Recipient represents that the Project funded by this Grant is consistent with the Plan. Operating a Project in a manner that is inconsistent with the HUD-approved Plan constitutes a material breach of this Agreement, for which HUD may declare Recipient in default of the Agreement and seek remedies available pursuant to 24 CFR 578.107. Planning grants are not required to be consistent with the Plan because they are used to develop the Plan.

Grant and project changes. Recipient may not make any significant changes to the Project without prior HUD approval, evidenced by a Grant amendment signed by HUD and the Recipient. Significant changes include a change of Recipient; a shift in a single year of more than 10 percent of the total amount awarded under the Grant for one approved eligible activity category to another activity; a permanent change in the subpopulation served by the Project funded under the Grant; and a permanent proposed reduction in the total number of units funded under the Agreement. Approval of substitution of the Recipient is contingent on the new Recipient meeting the capacity criteria in the NOFO. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible homeless youth within the Community. Any changes not requiring a Grant amendment must be fully documented in the Recipient's or Subrecipients' records.

Program Evaluation. Recipient agrees to participate in HUD-funded research and evaluation studies of the Youth Homelessness Demonstration Program; to cooperate with the persons performing the studies; and to promptly contribute requested information and data to the studies.

Notice. HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to youthdemo@hud.gov. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Recipient integrity and performance matters. Recipient is subject to the terms and conditions in Appendix XII to 2 CFR part 200, which are incorporated into and made a part of this Agreement.

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

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By signing below, Recipients that are states or 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)

Jemine A. Bryon, Deputy Assistant Secretary, Office of Special Needs

9/23/2022
(Date)

youthdemo@hud.gov

(Contact Information)

RECIPIENT

City of Oklahoma City

(Name of Organization)

BY: 

(Signature of Authorized Official)

David Holt

(Typed Name and Title of Authorized Official)

12-6-2022

(Date)

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**EXHIBIT 1
SCOPE OF WORK
YOUTH HOMELESSNESS DEMONSTRATION PROGRAM**

1. Recipient will carry out the Project within: (*check the applicable category*)
☒ the geographic area of the Continuum of Care that is the Community listed above the title of this Scope of Work.
☐ counties in the State of _____ which comprise the Community.
2. Recipient *may not* use up to 10 percent of the funding awarded under this Grant Agreement in the Community to serve homeless households with children and youth defined as homeless under other Federal statutes who are unstably housed (paragraph 3 of the definition of homeless at 24 CFR 578.3).
3. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the Project(s). HUD's total funding obligation for this Grant is **\$300,000.00**, allocated between eligible activity categories as follows:

a. Planning costs	\$ _____
b. Acquisition	\$ _____
c. Rehabilitation	\$ _____
d. New construction	\$ _____
e. Leasing	\$ _____
f. Rental assistance	\$ _____
g. Supportive services	<u>\$273,000.00</u>
h. Operating costs	\$ _____
i. Homeless Management Information System	\$ _____
j. Administrative costs	<u>\$27,000.00</u>
k. Relocation costs	\$ _____
l. Housing relocation and stabilization services	\$ _____
m. Other	\$ _____

Recipient is prohibited from moving more than 10% from one eligible activity category to another without a written amendment to this Agreement.

4. In connection with awarding this Grant,
☒ no waivers were issued.

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☐ HUD, upon finding of good cause, waived applicability of 24 CFR 578.(insert reg #) in a waiver memorandum dated (insert date).

☒ Recipient provided notice to the Deputy Assistant Secretary for Special Needs on **July 1, 2022** that Recipient will implement the following Youth Homeless Demonstration Program activities *I.C.1.a(4), I.C.1.a(6), I.C.1.a(8), I.C.1.a(9), I.C.1.a(10)(a), I.C.1.a(10)(b), I.C.1.a(10)(c), I.C.1.a(10)(d), I.C.1.a(10)(g), I.C.1.a(10)(h), I.C.1.a(10)(i), I.C.1.a(10)(j), and I.C.1.a(10)(k)* as provided in Appendix A of the FY 2019/FY 2020 Youth Homeless Demonstration Program NOFO.

☐ Recipient received approval from the Deputy Assistant Secretary for Special Needs on (insert date) of the following built-in exceptions to the FY 2019/FY 2020 Youth Homeless Demonstration Program NOFO (insert built-in exception number from section I.C.1.b. of Appendix A of the NOFO).

5. Grant Term 24 Months. The performance period for the Project begins **December 1, 2022** and ends **November 30, 2024**. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25.
6. Recipient agrees to carry out the Project described in the Application [optional: except that, (if what HUD is approving differs from how the project is described in the application, explain the differences here)].

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EXHIBIT 2
INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Type of Direct Cost Base
_____	_____	_____
_____	_____	_____

Instructions: 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 Allocation Base 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.