

Tax ID No.: 87-6000316

Community: UT-500, Salt Lake City and County CoC

Recipient's Name: Salt Lake County Government

Grant Number (FAIN): UT0182Y8T002200

Federal Award Date: September 22, 2023

UEI: FJT CJ3K45R28

Period of Performance and Budget Period Start Date: 10/1/2023

Period of Performance and Budget Period End Date: 9/30/2024

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 Salt Lake County Government (the Recipient). Under the authority of the Consolidated Appropriations Act, 2022 (Pub. L. 117-103), and pursuant to the Youth Homelessness Demonstration Program Notice of Funding Opportunity, published April 13, 2023 (the NOFO), HUD selected 16 communities to participate in the Youth Homelessness Demonstration. Recipient shall carry out the project(s) identified on the attached Scope of Work (the Project) 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.

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

Effective Date, Renewals and Period of Performance Extensions. This Agreement shall be effective upon execution by HUD. Except for Grants for planning costs, the Grant may be eligible for one (1) year renewals through the CoC Program. Grants for planning costs are nonrenewable. Period of performance extensions may be made, consistent with 2 CFR 200.308 and 2 CFR 200.309.

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Environmental Review. No funds may be drawn down by the 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.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, 578.29, 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, 578.91, 578.93, except in 578.93(c)(2), recipients must provide such information to the jurisdiction in which the project is located, 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. 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 using cash or in-kind contributions as described in 24 CFR 578.73(b) and/or (c). Match must be used for the costs of activities that are eligible under subpart D of 24 CFR part 578 or the Project. If program income will be used as a source of match it must have been indicated 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.

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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).

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, the 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 is subject to the requirements at 24 CFR 578.105 governing grant agreement amendments. 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.

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

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17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Monitoring subrecipients and enforcing compliance. Recipient agrees to monitor subrecipient performance and match and to report to HUD as required by HUD; to enforce subrecipient compliance with the requirements applicable to this Agreement; and to ensure that subrecipients provide information, such as data and reports, as required by HUD.

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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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

Jemine A. Bryon
Digitally signed by: Jemine A. Bryon
DN: CN = Jemine A. Bryon email = Jemine.a.bryon@hud.gov C = AD
OU = Deputy Assistant Secretary,
O = HUD
Date: 2023.09.22 19:53:14 -0400

(Date)

youthdemo@hud.gov

(Contact Information)

RECIPIENT

Salt Lake County

(Name of Organization)

BY: *Katherine Fife*

(Signature of Authorized Official)

katherine Fife

(Typed Name and Title of Authorized Official)

Nov 30, 2023

(Date)

REVIEWED AS TO FORM
District Attorney's Office

By: *Melanie F. Mitchell*
Attorney

MELANIE F. MITCHELL

Date: *29 November 2023*

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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 576.2).
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 \$_83,042_, allocated between eligible activity categories as follows:

a. Planning costs	\$ _83,042_
b. Acquisition	\$ _____
c. Rehabilitation	\$ _____
d. New construction	\$ _____
e. Leasing	\$ _____
f. Rental assistance	\$ _____
g. Supportive services	\$ _____
h. Operating costs	\$ _____
i. Homeless Management Information System	\$ _____
j. Administrative costs	\$ _____
k. Relocation costs	\$ _____
l. Housing relocation and stabilization services	\$ _____
m. Other	\$ _____

Recipient is prohibited from shifting more than 10% from one approved eligible activity 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 (insert date) that Recipient will implement the following Youth Homeless Demonstration Program activities (insert activity number from section I.C.1.a. of Appendix A of the NOFO) as provided in Appendix A of the FY 2022 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 2022 Youth Homeless Demonstration Program NOFO (insert built-in exception number from section I.C.1.b. of Appendix A of the NOFO).

5. Recipient agrees to carry out the following Project: planning related to preventing and ending youth homelessness in the Community, subject to 24 CFR 578.7(c) and (d) and 578.39(b) and (c), as may be amended from time to time.

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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.