

Tax ID No.: 586001729

Recipient's Name: Fulton County

Grant Number (FAIN): GA00YHSI22

UEI: J3Y1XYZYUFQ5

Grant Term: 30 months

Period of Performance and Budget Period Start Date: October 1, 2024

Period of Performance and Budget Period End Date: March 31, 2027

**YOUTH HOMELESSNESS SYSTEM IMPROVEMENT GRANT AGREEMENT
(Assistance Listing #14.277)**

This Grant Agreement (this Agreement) is made by and between the United States Department of Housing and Urban Development (HUD) and Fulton County (the Recipient). In reliance on the representations and assurances made in the Application (as hereinafter defined) and subject to the terms and conditions of this Agreement, the authority of the Consolidated Appropriations Act, 2022 (Pub. L. 117-103), the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), and pursuant to the Youth Homelessness System Improvement Grants Notice of Funding Opportunity, published November 8, 2023 (the NOFO), HUD agrees to provide the Recipient with funding up to the total funding obligation identified in the attached Scope of Work (the Project).

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, including revised budget information, 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. Period of performance extensions may be made, consistent with 2 CFR 200.308 and 2 CFR 200.309. This grant is nonrenewable.

Indirect cost rate.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient must immediately notify HUD upon any change in the Recipient's

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indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary. The Recipient will:

[check one as applicable]

☐ not use an indirect cost rate to charge its indirect costs to the grant.

☐ calculate and charge indirect costs under the grant using the attached indirect cost rate(s) listed on Exhibit 2, the Indirect Cost Rate Schedule, and the Recipient represents to HUD that each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

☒ calculate and charge indirect costs under the grant by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

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. Approval of substitution of the Recipient is contingent on the new Recipient meeting the capacity criteria in the [NOFO](#). Any changes not requiring a Grant amendment must be fully documented in the Recipient's or Subrecipients' records.

Technical Assistance. Recipient agrees to receive and participate in HUD-funded Technical Assistance (TA) before committing awarded funds to a particular use.

Program Evaluation. Recipient agrees to participate in HUD-funded research and evaluation studies of the Youth Homelessness System Improvements 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 YHSI@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.

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Build America, Buy America Act. The Recipient 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 Recipient'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.

Monitoring subrecipients and enforcing compliance. Recipient agrees to monitor subrecipient performance 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.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

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

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,

Secretary of Housing and Urban Development

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, OSN
Date: 2024.09.25 16:49:56 -04'00'

BY: _____

(Signature)

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

(Date/ Federal Award Date)

yhsi@hud.gov

(Contact Information)

RECIPIENT

Fulton County Gov.
(Name of Organization)

BY: _____
(Signature of Authorized Official)

Robert L. Pitts, Chairman
(Typed Name and Title of Authorized Official)

10/17/2024
(Date)



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**EXHIBIT 1
SCOPE OF WORK
YOUTH HOMELESSNESS SYSTEM IMPROVEMENT GRANTS**

1. Recipient will carry out the Project within the geographic area identified in the Application.

2. 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 \$2,000,000, allocated between eligible activity categories as follows:

a. YHSI Activity - Planning and partnerships	\$789,998
b. YHSI Activity - Data	\$458,564
c. YHSI Activity - Coordinated Entry System	\$385,208
d. YHSI Activity - Racial and Gender Equity	\$366,230

4. Recipient agrees to carry out the Project described in the Application.

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EXHIBIT 2
INDIRECT COST RATE SCHEDULE

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

You must mark the one (and only one) checkbox in the *Indirect cost rate* section of the Agreement that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table above must be completed only if the second checked box in the *Indirect cost rate* section of the Agreement is checked. When listing a rate in the table above, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using 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.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 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).