# Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq.
Assistance Listing Number 14.231

**U.S. Department of Housing and Urban Development**
Office of Community Planning and Development

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|---|---|
| 1. Recipient Name and Address<br>City And County of Denver<br>201 W Colfax Ave<br>Denver, CO 80202-5329 | 2. Unique Federal Award Identification Number:<br>E-21-MC-08-0005 |
| | 3. Tax Identification Number: 846000580 |
| | 4. Unique Entity Identifier (DUNS): 034108758 |

| | |
|---|---|
| 5. Fiscal Year (yyyy): 2021 | |
| 6. Previous Obligation (Enter "0" for initial Fiscal Year allocation) | $ 0 |
| 7. Amount of Funds Obligated or Deobligated by This Action (+ or -) | $581,685 |
| 8. Total Amount of Federal Funds Obligated | $581,685 |
| 9. Total Required Match | |
| 10. Total Amount of Federal Award Including Match | |

| 11. Start Date of Recipient's Program Year<br><br>01/01/2021 | 12. Date HUD Received Recipient's Consolidated Plan Submission<br><br>05/07/2021 | 13. Period of Performance and Budget Period Start Date/Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation)<br><br>07/26/2021 |
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| 14. Type of Agreement (check applicable box)<br>☒ Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)<br>☐ Amendment (Purpose #2 – Deobligation of funds)<br>☐ Amendment (Purpose #3 – Obligation of additional funds) | 15. Special Conditions and Requirements<br>☐ Not applicable    ☒ Attached |
| | 16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) 07/25/2023 |

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-21-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-21-02, under the condition that the costs are otherwise allowable and were incurred on or after the dates listed in box 11 and box 12 or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except where the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. If the amount in Box 8 exceeds $500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

| 17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official)<br>Kathleen S. Burke, CPD Director | 18. Signature<br>x _Katy Burke_ | 19. Date (mm/dd/yyyy)<br><br>07/26/2021 |
|---|---|---|
| 20. For the Recipient (Name and Title of Authorized Official) | 21. Signature<br><br>x _____ | 22. Date (mm/dd/yyyy)<br><br>/ / |

Funding Information (HUD Accounting Use Only):
    PAS Code: 21HAES         Region: 08         Program Code: SOE
    Appropriation: 00192      Office: (Denver)      Allotment: 868
    Appro Symbol: H

**Special Conditions and Requirements for FY 2021 ESG Program**

**Indirect Cost Rate**

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD.  The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule.   The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

*Instructions*: *The Recipient must identify each agency or department of the Recipient 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)).  Do not include indirect cost rates for subrecipients.*

| Recipient Department/Agency | Indirect cost rate | Direct Cost Base |
|---|---|---|
| HOST | 10 % | De Minimus |
| | % | |
| | % | |

**Special Conditions and Requirements for FY 2021 ESG Program**

**Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations**

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.