



# WASHOE COUNTY

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|------------|-------------------------------------|
| CM/ACM     | <input checked="" type="checkbox"/> |
| Finance    | <input checked="" type="checkbox"/> |
| DA         | <input checked="" type="checkbox"/> |
| Risk Mgt.  | <input checked="" type="checkbox"/> |
| HR         | <input checked="" type="checkbox"/> |
| Grant Mgt. | <input checked="" type="checkbox"/> |

## STAFF REPORT

BOARD MEETING DATE: November 29, 2016

**DATE:** November 2, 2016  
**TO:** Board of County Commissioners  
**FROM:** Amber Howell, Director of Social Services  
 (775) 785-8600 and ahowell@washoecounty.us  
**THROUGH:** Kevin Schiller, Assistant County Manager

**SUBJECT:** Recommendation to approve the Continuum of Care – Permanent Supportive Housing Program Grant from the United States Department of Housing and Urban Development (HUD), in the amount of [\$84,619; \$23,607 County match] to provide housing and supportive services for homeless families; retroactively for the period of September 1, 2016 through August 31, 2017; authorize the Chair to execute the grant agreement and direct the Comptroller's Office to make the appropriate budget amendments. (All Commission Districts)

### SUMMARY

The Department received the 2015 Continuum of Care Grant Agreement for Permanent Supportive Housing Renewal from the United States Department of Housing and Urban Development (HUD) in the amount of \$84,619; with a required County match \$23,607 to provide housing and supportive services to homeless individuals in our community.

The Department is requesting the Board of County Commissioners retroactively accept the grant award due to the timing of receipt of documents from HUD. The Permanent Supportive Housing Program will provide housing and supportive services to homeless individuals in our community. The retroactive request comes as a result of processing time between HUD and the County.

**County Priority/Goal supported by this item:** Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

On September 8, 2015, the board accepted item 15-0771, the 2014 Continuum of Care Grant – Permanent Supportive Housing Program in the amount of \$32,345 with a County match of \$2,390; this item was retroactive to August 1, 2015 through July 31, 2016.

On September 9, 2014, the board accepted item 14-0788, the 2013 Continuum of Care Grant – Permanent Supportive Housing Program in the amount of \$32,345 with a County match of \$2,390; this item was retroactive to September 1, 2014 through August 31, 2015.

AGENDA ITEM # 6.G

## **BACKGROUND**

This is the third grant renewal from HUD for Continuum of Care – Permanent Supportive Housing Program. This HUD grant and County match supports housing and supportive services costs (rent, utilities, and case management) necessary to assist individuals to maintain their housing.

Under the Permanent Supportive Housing Program, Washoe County acts as the housing coordinator, provides case-management, and supportive services necessary to help the families maintain their housing. Grant funds are used to provide for rental assistance for scattered-site housing; County matching funds are used to provide additional supportive services, program, fiscal, and grant management.

## **GRANT AWARD SUMMARY**

**Project/Program Name:** 2015 Continuum of Care – Permanent Supportive Housing Program

**Scope of the Project:** This program provides housing and supportive services for seven chronically homeless families.

**Benefit to Washoe County Residents:** Providing housing and supportive services to chronically homeless families helps to stabilize them and reduce the dependency on emergency community resource.

**On-Going Program Support:** This grant is expected to renew annually by HUD. Washoe County Social Services already provides services to families in the family homeless shelter and would continue to provide case management support (though not tenant-based rental assistance) for these families should the grant fails to be renewed or could no longer be funded by HUD.

**Award Amount:** \$84,619

**Grant Period:** September 1, 2016 through August 31, 2017

**Funding Source:** U.S. Department of Housing and Urban Development

**Pass Through Entity:** N/A

**CFDA Number:** 14.267

**Grant ID Number:** NV0095L9T011500

**Match Amount and Type:** \$23,607 – In-Kind

**Sub-Awards and Contracts: N/A**

**FISCAL IMPACT**

Should the board accept this grant award and approve these amendments, the FY17 adopted budget will need to be amended by \$84,619 in both revenues and expenditures in the following accounts:

| <b>Cost Object</b> | <b>G/L Account</b>                  | <b>Amount</b>   |
|--------------------|-------------------------------------|-----------------|
| <b>IO# TBD</b>     | <b>431100 – Federal Grants</b>      | <b>\$84,619</b> |
| <b>IO# TBD</b>     | <b>710712 – Family Preservation</b> | <b>\$84,619</b> |

Funding for the match requirement is included in the Department’s adopted FY17 budget in Cost Center 179400 – Homeless Services.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners Recommendation to approve the Continuum of Care – Permanent Supportive Housing Program Grant from the United States Department of Housing and Urban Development (HUD), in the amount of [\$84,619; \$23,607 County match] to provide housing and supportive services for homeless families; retroactively for the period of September 1, 2016 through August 31, 2017; authorize the Chair to execute the grant agreement and direct the Comptroller’s Office to make the appropriate budget amendments.

**POSSIBLE MOTION**

Should the Board agree with staff’s recommendation, a possible motion would be to *“Move to approve the Continuum of Care – Permanent Supportive Housing Program Grant from the United States Department of Housing and Urban Development (HUD), in the amount of [\$84,619; \$23,607 County match] to provide housing and supportive services for homeless families; retroactively for the period of September 1, 2016 through August 31, 2017; authorize the Chair to execute the grant agreement and direct the Comptroller’s Office to make the appropriate budget amendments.”*



U.S. Department of Housing and Urban  
Development Office of Community Planning  
and Development San Francisco Regional  
Office One Sansome Street, Suite 1200 San  
Francisco, CA 94104-4430

**Tax ID No.: 88-6000138**  
**CoC Program Grant Number: NV0095L9T011500**  
**Effective Date:**  
**DUNS No.: 073786998**

### **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Washoe County (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

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 meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, 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.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

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 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.

The Agreement constitutes the entire agreement between the parties hereto, 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:

\_\_\_\_\_  
(Signature)

Larry Wuerstle, Program Manager  
\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

Washoe County

\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Kitty K. Jung, Chair, Washoe County Commission  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)



In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

**Tax ID No.: 88-6000138**  
**CoC Program Grant Number: NV0095L9T011500**  
**Effective Date:**  
**DUNS No.: 073786998**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
|------------------|-----------------------|---------------------------|------------------|

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

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

\_\_\_\_\_  
(Signature)

Maria Cremer, Director  
\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

Washoe County  
\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Kitty K. Jung, Chair, Washoe County Commission  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)