



# RESOLUTION No. 19-046

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING THE RENEWAL CONTINUUM OF CARE PROGRAM GRANT AGREEMENT NUMBER CA1262L9T151703 WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the continuation of grant funding provided under this Agreement is designed to promote, as part of the local Continuum of Care Strategy, the development of long-term, community based housing and supportive services for homeless persons with disabilities; and

WHEREAS, Nevada County's grant project will target individuals with mental health disabilities; and

WHEREAS, funds under this agreement will be used to support rental assistance and administrative costs for the Home Anew Project; and

WHEREAS, this project will greatly benefit citizens of Nevada County as it provides funds to support stable housing environments with supportive services that have proven critical to helping individuals move from homelessness toward recovery.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the certain Continuum of Care Program Grant Agreement, by and between the County and the U.S. Department of Housing and Urban Development pertaining to awarding the County's Behavioral Health Department grant funds in the amount of \$24,950 to help program participants obtain and remain in permanent housing with the Agreement commencing as of the date of execution by HUD for the performance period of June 1, 2018 through May 31, 2019, hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40110-493-8301/446700.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of February, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,  
Susan K. Hoek and Richard Anderson

Noes: None.


Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Richard Anderson, Chair

Tax ID No.: 94-6000526  
Project Location: **Scattered Sites**  
Grant Number: **CA1262L9T151703**  
Effective Date: **FEB - 7 2019**  
DUNS No.: 010979029

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)  
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and **Nevada County, Health and Human Services Agency (d.b.a. Nevada County - Behavioral Health Department)**, (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 Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, 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.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made 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 the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, 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(s) of Work 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.

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Recipient hereby authorizes HUD to insert the project performance period for new projects into the Scope of Work 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;

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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 the Recipient changes the address and key contacts in e-snaps.

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.

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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)

Kimberly Y. Nash, Director, CPD

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(Typed Name and Title)

**FEB - 7 2019**

(Date)

**RECIPIENT**

County of Nevada

(Name of Organization)

BY:



(Signature of Authorized Official)

Richard Anderson, Chair, Board of Supervisors

(Typed Name and Title of Authorized Official)

**2/12/19**

(Date)

Tax ID No.: 94-6000526  
 Project Location: **Scattered Sites**  
 Original CoC Program Grant Number: **CA1262L9T151300**  
 Renewal Grant Number: **CA1262L9T151703**  
 Effective Date: **FEB - 7 2019**  
 DUNS Number: 010979029

**SCOPE OF WORK for FY 2017 COMPETITION**  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$24,950** for project number **CA1262L9T151703**. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

|    |   |             |
|----|---|-------------|
| a. | Continuum of Care planning activities         | \$ _____    |
| b. | UFA costs                                     | \$ <u>0</u> |
| c. | Acquisition                                   | \$ _____    |
| d. | Rehabilitation                                | \$ _____    |
| e. | New construction                              | \$ _____    |
| f. | Leasing                                       | \$ _____    |
| g. | Rental assistance                             | \$23,640    |
| h. | Supportive services                           | \$ _____    |
| i. | Operating costs                               | \$ _____    |
| j. | Homeless Management Information System        | \$ _____    |
| k. | Administrative costs                          | \$1,310     |
| l. | Relocation costs                              | \$ _____    |
| m. | HPC homelessness prevention activities:       |             |
|    | Housing relocation and stabilization services | \$ _____    |
|    | Short-term and medium-term rental assistance  | \$ _____    |

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Project Location: **Scattered Sites**

Original CoC Program Grant Number: **CA1262L9T151300**

Renewal Grant Number: **CA1262L9T151703**

Effective Date:

DUNS Number: 010979029

4. The performance period for the project begins **June 1, 2018** and ends **May 31, 2019**. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates 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. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project *has not been* awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

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

BY: \_\_\_\_\_

(Signature)

*for* \_\_\_\_\_  
Kimberly Y. Nash, Director, CPD  
(Typed Name and Title)

\_\_\_\_\_ **FEB - 7 2019** \_\_\_\_\_

(Date)

**RECIPIENT**

\_\_\_\_\_ County of Nevada \_\_\_\_\_

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_ Richard Anderson, Chair, Board of Supervisors \_\_\_\_\_

(Typed Name and Title of Authorized Official)

\_\_\_\_\_ **2/12/19** \_\_\_\_\_  
(Date)



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FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> |
|------------------|-----------------------|---------------------------|
| _____            | _____                 | _____ %                   |

| <u>Project No.</u> | <u>Recipient/Subrecipient</u> | <u>Indirect cost rate</u> |
|--------------------|-------------------------------|---------------------------|
| _____              | _____                         | _____ %                   |