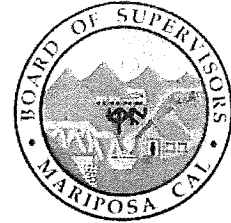




# MARIPOSA COUNTY

Human Services/Social Services · (209) 966-2000



## **RESOLUTION - ACTION REQUESTED 2018-70**

MEETING: February 20, 2018  
TO: The Board of Supervisors  
FROM: Chevon Kothari, Human Services Director  
RE: Approve the Renewal of the HUD Continuum of Care Grant

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve the renewal of the Department of Housing and Urban Development (HUD) Continuum of Care Grant in the amount of \$62,240; and authorize the Human Services Director to sign the Grant Agreement and perform the activities described in the Grant.

The "Mariposa County Human Services Housing Program" project application renewal has been conditionally selected. This is a renewal of last year's grant that terminated December 31, 2017. The Department submitted the "Applicant Technical Submission" describing the project to HUD on December 7, 2016. This grant renewal will be used to provide housing and transitional living supports to persons with mental or physical disabilities. The goal of the proposed project is to obtain permanent supportive housing for six chronically homeless adults with mental or physical health related disabilities. This grant will bring \$62,240 to the County to be used with \$15,560 in matching funds from the MHSA Innovation fund for the new housing project.

Human Services will lead the project and provide supportive services to participants, such as case management, mental health and substance abuse treatment, employment and training support, life skills training, educational support, transportation, income attainment, health care coordination, and more. The Department plans to contract with the Alliance for Community Transformations (Alliance) to locate and manage the leased housing units, actively participate on the supportive services team, and provide supportive services from their existing programs, when applicable to a participant's needs. The Alliance provides a variety of services including: domestic and sexual violence services (including emergency shelter and transitional housing), substance use recovery support, offender services, and a Wellness Center for individuals experiencing mental illness, substance use disorders, and homelessness.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board approved acceptance of the previous HUD Continuum of Care Grant on December 20, 2016 by Resolution 2016-660.

The Board approved submission of the initial HUD Continuum of Care Grant Application on October 20, 2015 by Resolution 2015-498.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If acceptance of this grant is not approved, Mariposa County will forfeit the opportunity to receive funding to continue the housing project that could provide permanent supportive

## Resolution - Action Requested 2018-70

housing to persons with mental or physical disabilities.

### **FINANCIAL IMPACT:**

**This costs for this program will be paid by \$62,240 in grant funds (budget 352-0505) and \$15,560 in matching funds from the MHSA Innovation fund (410-0439). The grant award was anticipated and included in the FY17-18 budget. There is no impact to the County General Fund.**

### **ATTACHMENTS:**

**CA1486L9T261601\_Mariposa County\_grant agreement SOW (PDF)**

**CA1486L9T261601\_Mariposa County\_GA (PDF)**

**Rules and Regulations - CoC Program Interim Final Rule plus 12-7-15 change (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Merlin Jones, District II Supervisor

**SECONDER:** Marshall Long, District III Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey



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.: 94-6000880**  
**CoC Program Grant Number: CA1486L9T261601**  
**Effective Date: MAR - 7 2018**  
**DUNS No.: 071859607**

## 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 County of Mariposa (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” represents 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 those 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 FY2016 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 the 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 the usage 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 the 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, the 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. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s 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, 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;
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 ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, 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 responsible for 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)

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

3/7/18  
\_\_\_\_\_  
(Date)

**RECIPIENT**

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

By:

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

Chevon Kothari, Human Services Director  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

2/25/18  
\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**STEVEN W. DAHLEM  
COUNTY COUNSEL**

**Tax ID No.: 94-6000880**  
**CoC Program Grant Number: CA1486L9T261601**  
**Effective Date: MAR - 7 2018**  
**DUNS No.: 071859607**

EXHIBIT 1  
SCOPE OF WORK for FY2016 COMPETITION

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant is \$ 62240 , allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the 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.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule 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.

<b>Project No.</b>	<b>Performance Period</b>	<b>Total Amount</b>
CA1486L9T261601	01-01-2018 - 12-31-2018	\$ 62240

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 32054
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 25186
j. Homeless Management Information System	\$ 0

- |  |         |
|--|---------|
| k. Administrative costs                          | \$ 5000 |
| l. Relocation Costs                              | \$ 0    |
| m. Housing relocation and stabilization services | \$ 0    |
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 following project 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 by the recipient and used for eligible activities. Program income may also be counted as match.



**Tax ID No.: 94-6000880**  
**CoC Program Grant Number: CA1486L9T261601**  
**Effective Date: MAR - 7 2019**  
**DUNS No.: 071859607**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

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

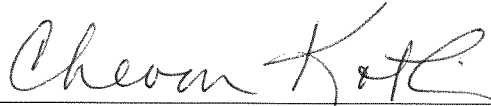
Kimberly Y. Nash, Director, CPD  
\_\_\_\_\_  
(Typed Name and Title)

3/7/18  
\_\_\_\_\_  
(Date)

**RECIPIENT**

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

By:

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

Chevon Kothari, Human Services Director  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

2/25/18  
\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**STEVEN W. DAHLEM  
COUNTY COUNSEL**