Agenda Item No: 10.B



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 6, 2022

Staff Contact: Nicki Aaker, Health and Human Services Director and Mary Jane Ostrander, Human

Services Division Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed ratification of

the acceptance of the Shelter Plus Care ("SPC") grant from the U.S. Department of Housing and Urban Development ("HUD") through the Rural Nevada Continuum of Care, in the amount of \$56,312 reimbursed in Fiscal Year ("FY") 2023, effective September 2022, through August 31, 2023. (Nicki Aaker, naaker@carson.org and Mary Jane Ostrander,

mostrander@carson.org)

Staff Summary: As identified in the FY 2023 budget approved by the Board of Supervisors ("Board"), this renewal grant will be used to provide rental assistance for up to eight individuals identified as being chronically homeless or homeless for twelve or more months and having a disability. The grant documents were received August 30, 2022; in order to secure funding for September and not have a lapse in rental assistance payments, the Mayor executed the documents and staff is bringing the grant to the Board for ratification.

Agenda Action: Formal Action / Motion Time Requested: Consent

Proposed Motion

I move to ratify the acceptance of the Shelter Plus Care grant.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Starting in approximately 2009, the Carson City Department of Health and Human Services ("CCHHS") has received annual funding for rental assistance through two separate SPC grants, each in an amount less than \$50,000. These grants were automatically renewed each year and did not exceed the threshold which requires approval by the Board. However, this year HUD combined the grants resulting in an award of \$56,312 which requires Board approval.

CCHHS was notified in March 2022 of the funding; however, the final approval and the grant documents were not received until August 30, 2022. While the Carson City Grant Administrative Policy, Section 6.17 states: "All grants that are automatically renewed annually, regardless of amount, do not need Board of Supervisors approval once they have received initial Board review", this grant never met the threshold of funding for Board approval previously. This grant is not retroactive; and therefore, time was of the essence in getting the grant executed in order to pay for September rental assistance. Because receipt of this funding was anticipated in the FY 2023 Budget which was approved by the Board, the Mayor agreed to sign the grant agreement and bring forward to the Board for ratification.

CCHHS is not proposing any additional services or staffing. This funding simply allows CCHHS to continue to provide rental assistance. Last year's two SPC grants totaled \$51,896 and this single grant is in the amount of \$56,312 which is an increase of \$4,416. This is due to the increase in rents within the area as illustrated in the attached Fair Market Rents tables.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grant Administration Policy

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: SPC / G657423004 Grant Fund/Welfare Services and Supplies 2756574-501225

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If accepted, revenues and expenses of \$56,312 will be added to the CCHHS budget during budget augmentations. This grant is reoccurring from last budget year, but the Carson City Finance Department did not have the award amount when the FY 2023 budget was prepared.

Alternatives

Do not ratify acceptance of the grant and/or provide alternative direction to staff.

Attachments:

- 1. E-mail 8.30.22_IMMEDIATE ACTION NEEDED_Key information and contract for FY 2021 CoC Award.pdf
- 2. NV0057L9T022111_SPC1_CCHHS_Grant Award-Executed.pdf
- 3. SPC Fair Market Rents 2023 2022.pdf

Motion:	1) 2)	Aye/Nay
		-
(Vote Recorded By)		

From: Richardson, Jean P

To: <u>Nicki Aaker</u>, <u>Mary Jane Ostrander</u>

Cc: Yarbrough, Armani D; Yee, Shirley; Louie, Sally H

Subject: IMMEDIATE ACTION NEEDED: Key information and contract for FY 2021 CoC Award

Date: Tuesday, August 30, 2022 4:47:04 PM

Attachments: <u>image003.wmz</u>

image002.png

NV0057L9T022111 SPC1 CCHHS GA.pdf

Importance: High

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

U.S. Department of Housing and Urban Development

San Francisco Regional Office -

Region IX

One Sansome Street, Suite 1200 San Francisco, California 94104

www.hud.gov espanol.hud.gov

Nicki Aaker Director Carson City Health and Human Services 900 East Long Street Carson City, NV 89706

Dear Ms. Aaker,

SUBJECT: FY 2021 Continuum of Care Award

Transmittal of Renewal Grant Agreements

Continuum of Care Program

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) Continuum of Care (CoC) competition. Addressing homelessness is one of the Department's top priorities, and this project will make a significant contribution toward supporting a stronger CoC system.

This official correspondence provides key information regarding the CoC award. Please save it for future reference and share it with the person who completes the eLOCCS draws, so the operating year can be set up with the correct start date when completing the first draw of the 2021 funding.

Project Period of Performance	FY 2021 Project Numbers	Project Names	
9/1/2022 - 8/31/2023	NV0057L9T022111	SPC 1	

In light of the Coronavirus-COVID 19 declared emergency, the San Francisco CPD field

office will accept PDFs of hand-signature and electronically signed correspondence and executed grant agreements for purposes of processing your requests. Please be advised that documents delivered via U.S. mail or express mail service will not be receipted for processing at this time. Once regular business operations resume, grantees may be asked to submit supplemental records and hard copy documents.

IMPORTANT Requirements for all FY2021 renewal grants:

- Recipients are REQUIRED to email the signed copy to: SFCOCRenewals@hud.gov. Your Community Planning and Development (CPD) Representative should be cc'd on this email. Please be advised that when regular business operations resume, grantees will be asked to submit signed original agreements.
- HUD's Fort Worth Accounting Center (FWAC) is now tracking banking information on a grant-specific basis. Please confirm the bank routing number, bank account number, and account type (e.g. savings or checking) are correct for the prior grant to this FY 2021 renewal award. Please respond to this email and inform your CPD Representative, and CPD will advise FWAC accordingly. For security reasons, please DO NOT enter any account information in your email response to HUD. If any of the banking information is incorrect, please submit a new SF-1199A, Direct Deposit form, along with a voided check, with your executed Grant Agreement. Funds will not be made available in eLOCCS until banking details are confirmed OR a new SF-1199A, Direct Deposit form, along with a voided check, is received.
- **Grant Agreement** No funds can be disbursed until the Grant Agreement is signed and EMAILED to HUD and recorded in FWAC's system.

Lastly, please note the following key elements related to successful CoC grant management:

- **eLOCCS** Please log into eLOCCS to ensure that the banking information, Approving Official, and User information is current and complete.
 - Federal Security guidelines mandate that all eLOCCS and REAC Secure Systems
 Approving Official and User IDs and passwords be kept confidential and not be shared
 with any other person at any time. Otherwise, eLOCCS access may be terminated and
 not reinstated, which will impact an organization's ability to access its Continuum of
 Care Program funds.
- Indirect Cost Rate If you will be charging indirect costs to this grant, complete the Federally Recognized Indirect Cost Rate Schedule page of the Grant Agreement. You should include the indirect cost rate and the cost base, i.e. whether it is: (a) Total direct salary and wages; (b) Total direct costs minus capital, pass-through, and out-sourced costs, or (c) Modified total direct costs (typically applicable to the de minimis rate).
- **Deadline to Draw Funds** In accordance with 2 CFR Part 200.343(b), all draws must be completed within 90 days of grant expiration. Any funds remaining in the grant at 90 days after grant expiration point may be subject to deobligation. **NOTE:** When completing the first draw, recipients MUST UPDATE and CONFIRM the Operating Start Date. Please ensure it is accurate.
- Annual Performance Report (APR) The APR detailing the accomplishments during this

- grant period must be submitted in Sage within 90 days of grant expiration.
- CoC Program Interim Rule This Interim Rule contains the regulations for this CoC project and can be found here: www.hudexchange.info/resource/2033/hearth-coc-program-interim-rule/.

If you have any questions, please contact me at <u>jean.p.richardson@hud.gov</u>. We look forward to working with you toward the successful continuation of your Continuum of Care Program project.

Sincerely, Jean

Jean Prasher Richardson

Senior Community Planning and Development Representative US Department of Housing and Urban Development Office of Community Planning and Development 1 Sansome Street | Suite 1200 | San Francisco, CA 94104 O: 415.489.6590 | F: 415.489.6601 | Jean.p.richardson@hud.gov

I am currently on telework. Please call my cell at 925-321-2162



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

Grant Number: NV0057L9T022111 Tax ID Number: 88-6000189

Unique Entity Identifier [SAM]: DTBPJMA2QFC8

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 Carson City Health & Human Services (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by

- 1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
- 2. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
- 3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

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, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement 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 below 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.

HUD's total funding obligation authorized by this grant agreement is \$56,312, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
NV0057L9T022111	12 months	09-01-2022 - 08-31-2023	09-01-2022 - 08-31-2023	\$56,312
a. Continuum of Care	e planning activi	ties		\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$52,992
g. Supportive service	s			\$0
h. Operating costs				\$0
i. Homeless Manage	ment Informatio	n System		\$0
j. Administrative cos	sts			\$3,320
k. Relocation Costs				\$0
1. HPC homelessness	s prevention acti	vities:		
Housing relocation	and stabilization	on services		\$0
Short-term and me	dium-term renta	l assistance		\$ 0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

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 Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile 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, 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).

Indirect Cost Schedule

Indirect Cost Rate	Direct Cost Base	
	Indirect Cost Rate	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation 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.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 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).

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

UNITED STATES OF AMERICA, Secretary of Housing and Urban Development

By:
Muley y Wash
(Signature)
Kimberly Y Nash, Director
(Typed Name and Title)
August 30, 2022
(Date)
RECIPIENT
Carson City Health & Human Services
(Name of Organization)
By:
(Signature of Authorized Official)
Lori Ragwall Mayor
Lori Bagwell, Mayor (Typed Name and Title of Authorized Official)
(Typod Name and The of Addionized Official)
9/19/22
(13-2-)

Fair Market Rents – 2023 and 2022

2023 Fair Market Rents (FMR)

Carson City, NV Advisory Small Area FMRs By Unit Bedrooms					
ZIP Code	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
89423	\$850	\$980	\$1,270	\$1,800	\$2,160
<u>89701</u>	\$820	\$950	\$1,230	\$1,750	\$2,100
89702	\$850	\$980	\$1,270	\$1,800	\$2,160
89703	\$840	\$1,000	\$1,260	\$1,790	\$2,150
<u>89705</u>	\$1,120	\$1,290	\$1,680	\$2,390	\$2,860
<u>89706</u>	\$920	\$1,050	\$1,370	\$1,950	\$2,330
<u>89711</u>	\$850	\$980	\$1,270	\$1,800	\$2,160
89712	\$850	\$980	\$1,270	\$1,800	\$2,160
89713	\$850	\$980	\$1,270	\$1,800	\$2,160
89714	\$850	\$980	\$1,270	\$1,800	\$2,160
89721	\$850	\$980	\$1,270	\$1,800	\$2,160

Reference: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2023 code/2023summary sa.odn, Retrieved on 9/25/22.

2022 FMRs

Carson City, NV MSA Advisory Small Area FMRs By Unit Bedrooms					
ZIP Code	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
89423	\$740	\$850	\$1,110	\$1,580	\$1,900
<u>89701</u>	\$700	\$810	\$1,050	\$1,490	\$1,800
89702	\$740	\$850	\$1,110	\$1,580	\$1,900
89703	\$730	\$870	\$1,100	\$1,570	\$1,900
89705	\$990	\$1,150	\$1,490	\$2,120	\$2,550
89706	\$780	\$910	\$1,180	\$1,680	\$2,020
89711	\$740	\$850	\$1,110	\$1,580	\$1,900
89712	\$740	\$850	\$1,110	\$1,580	\$1,900
89713	\$740	\$850	\$1,110	\$1,580	\$1,900
89714	\$740	\$850	\$1,110	\$1,580	\$1,900
89721	\$740	\$850	\$1,110	\$1,580	\$1,900

Reference: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2022 code/2022summary sa.odn; Retrieved on 9/25/22