

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

876



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 9, 2009

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
AGREEMENT— PROJECT # CA0678B9D080801**

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

Authorize the Chairman of the Board to sign the attached Grant Agreement between DPSS and the U.S. Department of Housing and Urban Development for Project # CA0678B9D080801 (Path of Life Ministries King Hall Transitional Living Supportive Housing Program) for \$325,277 for the period of April 1, 2009 through March 31, 2010.

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* DATE 5/20/09
CARISA R-MCKENNA
Departmental Concurrence

Purchasing: *[Signature]*
Mark Seltzer, Assistant Director

[Signature: Susan Loew]

(CONTINUED – 2 pages in total)

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 325,277	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09
SOURCE OF FUNDS: 100% Federal Funds—HUD Supportive Housing Program				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature: Debra Courmoyer]*
Debra Courmoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent
- Dept't Recomm.:
- Per Exec. Ofc.:

Prev. Agn. Ref.: (5/12/09, #3.24) | District: 4 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.63

TO: BOARD OF SUPERVISORS

DATE: June 12, 2009

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL GRANT AGREEMENT— PROJECT #
CA0678B9D080801**

BACKGROUND:

On October 23, 2008, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On February 20, 2009, HUD announced three new and eighteen renewal grants for Riverside County's homeless projects – including the renewal Path of Life Ministries' King Hall Transitional Living Program (POLM). Historically, there has been a delay (up to nine months) by HUD's Los Angeles Field Office in processing the Grant Agreements and project sponsors have continued to deliver services in advance of receiving funding. This provides an undue cash flow problem for the project sponsors.

On May 12, 2009 (Item #3.24), the Board authorized DPSS to use Fund Balance to cover the Project Sponsor Agreement between DPSS and POLM. Upon execution of the attached renewal Grant Agreement, DPSS will be reimbursed by HUD for all funds expended by POLM between March 1, 2009 and the Board's approval date.

Path of Life Ministries, a nonprofit organization, provides transitional housing for fifty women with children and forty single women. The facility is located on the March Air Reserve Base and is known as King Hall Transitional Housing. The current-year contract with POLM expired on March 31, 2009. The renewal Grant will be from April 1, 2009 through March 31, 2010 in the amount of \$325,277. During the most recent reporting period, POLM reports that forty-six families and eight singles entered the program. Fourteen families and two singles transitioned away from the program. Of those that transitioned away, all obtained permanent housing and fourteen of them had employment or had been linked to mainstream benefits.

There are no changes to the persons to be served, the service site(s), or service modalities between this Agreement and the Agreement that expired on March 31, 2009.

FINANCIAL DATA:

No County General Funds are required.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Grant Agreement (3 copies) between the County of Riverside and U.S. Department of Housing and Urban Development

SL: mr

**2008 SUPPORTIVE HOUSING PROGRAM
RENEWAL GRANT AGREEMENT**

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Riverside County Dept of Public Social Services, 4060 County Circle Drive, Riverside, CA 92503, the Recipient, whose Tax ID number is 95-6000930 for Project Number CA0678B9D080801 to be located at March Air Reserve Base, Riverside, California 92518.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published March 19, 2008 at 73 FR 14882, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which was published July 10, 2008 at 73 FR 39840. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the Application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the grant term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities;
or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing; or

(h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement is hereby executed for Project Number: CA0678B9D080801 as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

Signature and Date

William Vasquez

Typed name of signatory

Director, Office Community Planning and Development

Title

RECIPIENT

Riverside County

Name of Organization

By:

Authorized Signature and Date

Jeff Stone

Typed name of signatory

Chairman, Board of Supervisors

Title

Judith Murdock, (951) 358-5638, (951) 358-7755

Official Contact Person and Telephone No. and Fax No.

ATTACHMENT A

Project Number: CA0678B9D080801

1. The Recipient is Riverside County Dept of Public Social Services
2. HUD's total fund obligation for this project is \$325,277.00, which shall be allocated as follows:

Leasing	\$0.00
Supportive Services	\$92,317.00
Operating Costs	\$214,688.00
HMIS Costs	\$2,783.00
Administration	\$15,489.00

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of 1 year(s). Eligible costs, as defined by the Act and Attachment B, incurred between the end of Recipient's final operating year under the original Grant Agreement, or extension thereof, and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.