

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



237

**FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**SUBMITTAL DATE:**

June 23, 2009

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL  
GRANT AGREEMENT— PROJECT # CA0670B9D080801 & DPSS PROJECT  
SPONSOR AGREEMENT HU 2188-00 AMENDMENT #1**

**RECOMMENDED MOTION: That the Board of Supervisors ratify and:**

1. 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 # CA0670B9D080801(Episcopal Community Services Desert Vista Supportive Housing Program) for \$646,847 for the period of March 1, 2009 through February 28, 2010;
2. Authorize the Chairman of the Board to sign the attached Project Sponsor Agreement HU 2188-00 Amendment #1, between DPSS and Episcopal Community Services;
3. Authorize the Purchasing Agent to sign ministerial amendments with Episcopal Community Services not to exceed the maximum amount of the Grant Amendment (\$646,847); and
4. Authorize the Director of DPSS to administer the amendment with Episcopal Community Services.

FORM APPROVED COUNTY COUNSEL  
BY: *LARISA R. MCKENNA*  
DATE: 6/23/09

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

*Susan Loew*  
\_\_\_\_\_  
Susan Loew, Director

(CONTINUED – 3 pages in total)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 646,847	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
<b>SOURCE OF FUNDS: 100% Federal Funds—HUD Supportive Housing Program</b>				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

Dept's Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy

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

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.40**

**TO: BOARD OF SUPERVISORS**

**DATE: June 23, 2009**

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
RENEWAL GRANT AGREEMENT— PROJECT #  
CA0670B9D080801 & DPSS PROJECT SPONSOR AGREEMENT  
HU 2188-00 AMENDMENT #1**

**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 of Episcopal Community Services Desert Vista (ECS).

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

Episcopal Community Services, a nonprofit organization, provides forty (40) beds for homeless individuals living with a physical and/or mental disability. The program provides intensive case management and an array of supportive services to assist residents in obtaining and maintaining permanent housing as well as to maximize their self-sufficiency. The previous contract with ECS expired on February 28, 2009. The renewal Grant will be from March 1, 2009 through February 28, 2010 in the amount of \$646,847. During the most recent reporting period, ECS reports that thirteen persons entered the program and eighteen transitioned away from the program. Seventy-eight percent of those persons who left the program stabilized and remained permanently housed after completing eighteen months of stay and have completed living skills plans that included the use of local resources, budgeting, and overall ability to function independently.

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; however, HUD awarded the Desert Vista housing project an additional \$11,491 for the leasing line-item of its budget. The increase brought the budget total to \$646,847.

In order for the Project Sponsor Agreement, between DPSS and Episcopal Community Services, to show the increase in funding and the accurate operation start date reflected on the attached Grant Agreement, an amendment is required. Both the Grant Agreement and DPSS Project Sponsor Amendment #1 are being forwarded to the Board for final approval and execution.

**FINANCIAL DATA:**

No County General Funds are required.

**CONCUR/EXECUTE:** County Purchasing

**TO: BOARD OF SUPERVISORS**

**DATE: June 23, 2009**

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
RENEWAL GRANT AGREEMENT— PROJECT #  
CA0670B9D080801 & DPSS PROJECT SPONSOR AGREEMENT  
HU 2188-00 AMENDMENT #1**

**ATTACHMENTS:**

1. Grant Agreement (3 copies) between the County of Riverside and U.S. Department of Housing and Urban Development.
2. DPSS Project Sponsor Agreement Amendment #1 (3 copies) between DPSS and Episcopal Community Services.

**SL: mr**

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2 RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
3 AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES  
4 AMENDMENT #1

4 AGREEMENT: **HU 2188-00**  
5  
6 CONTRACTOR: **EPISCOPAL COMMUNITY SERVICES**  
7  
8 AGREEMENT TERM: **MARCH 1, 2009 THROUGH FEBRUARY 28, 2010**  
9  
10 EFFECTIVE DATE  
11 OF AMENDMENT: **MARCH 1, 2009**  
12  
13 MAXIMUM AMOUNT: **\$646,847**

14 The Agreement between Riverside County Department of Public Social Services, hereafter  
15 referred to as DPSS, and Episcopal Community Services, hereafter referred to as the  
16 Contractor, is amended in the following particulars and no others:

- 17 1. On the Recitals Page, change the AGREEMENT TERM to read: MARCH 1, 2009  
18 THROUGH FEBRUARY 28, 2010.  
19  
20 2. On the Recitals Page, change the AGREEMENT AMOUNT to read: \$646,847.  
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22 3. On Page 7 of 20, Section IV. FISCAL PROVISIONS, change the first two sentences of  
23 Paragraph A. OBLIGATION to read: "The Project Sponsor shall be reimbursed by HUD,  
24 utilizing a draw process, for an amount not to exceed \$646,847. aid funds shall be  
25 spent according to the budget shown below:

26

Budget Category	Total
PROPERTY LEASING	\$298,771
OPERATION COSTS	\$111,230
SUPPORTIVE SERVICES	\$190,202
HMIS	\$16,390
ADMINISTRATIVE COSTS (SPONSOR)	\$30,254
<b>Total</b>	<b>\$646,847</b>

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- 28 4. On Page 11 of 20, Section V. GENERAL PROVISIONS, change the sentence of  
Subsection A. TERM OF AGREEMENT to read: The Agreement shall be effective from  
March 1, 2009 through February 28, 2010.

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The undersigned, as authorized representatives of Riverside County and the Contractor, respectively, certify the establishment of this Amendment #1 to the Agreement.

RIVERSIDE COUNTY

EPISCOPAL COMMUNITY SERVICES

\_\_\_\_\_  
Jeff Stone  
Chairman, Board of Supervisors

Leslie Keller  
Leslie Keller  
Executive Director

\_\_\_\_\_  
Date

6/10/09  
Date

**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 CA0670B9D080801 to be located at 555 South Sunrise Way, palm springs, California 92264.

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: CA0670B9D080801 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: CA0670B9D080801

1. The Recipient is Riverside County Dept of Public Social Services
2. HUD's total fund obligation for this project is \$646,847.00, which shall be allocated as follows:

Leasing	\$298,771.00
Supportive Services	\$190,202.00
Operating Costs	\$111,230.00
HMIS Costs	\$16,390.00
Administration	\$30,254.00

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.