

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

681C



**FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**SUBMITTAL DATE:**  
July 21, 2009

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL  
GRANT AGREEMENT— PROJECT # CA0671C9D080801**

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

1. Authorize the Chairman of the Board to sign the attached renewal Grant Agreement between DPSS and the U.S. Department of Housing and Urban Development for Project # CA0671C9D080801 in the amount of \$134,136 for the period of June 17, 2009 through June 16, 2010.

FORM APPROVED COUNTY COUNSEL  
 BY: *Larisa R. McKenna* DATE: 7/26/09  
 PURCHASING: *Mary Sailer* DATE: 7/26/09  
 ASSISTANT DIRECTOR: *Mary Sailer* DATE: 7/26/09  
 DEPARTMENTAL CONCURRENCE

*Susan Loew*

(CONTINUED – 2 pages in total)

Susan Loew, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$134,136	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:</b> 100% Federal Funds—HUD Shelter Plus Care Program				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

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

**APPROVE**

BY: *Michael R. Shetler*  
Michael R. Shetler

**County Executive Office Signature**

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

3015706 12 VIII: #3  
**Prev. Agn. Ref.:** (10/21/08, #3.44) | **District:** 3,4,5 | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.68

**TO: BOARD OF SUPERVISORS**

**DATE: July 21, 2009**

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
RENEWAL GRANT AGREEMENT— PROJECT # CA0671C9D080801**

**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 approval of three new and eighteen renewal grants for Riverside County's homeless projects – including the renewal of Riverside County Housing Authority Shelter Plus Care East Grant.

The East County Shelter Plus Care program provides permanent supportive housing to homeless persons with severe disabilities living in the Coachella Valley and mid-County area. Participants receive tenant-based rental assistance in mainstream housing of their choosing and comprehensive mental health services through the County's Department of Mental Health.

According to the latest Annual Progress Report submitted by The Housing Authority for the time period of June 17, 2007 through June 16, 2008 the East Shelter Care Plus Project continues to have a capacity utilization rate of one hundred percent (100%) and continues to assist eight (8) individuals and three (3) families to maintain permanent housing.

There are no changes to the persons to be served, the service site(s), or service modalities between this Agreement and the most recent Agreement that expired on June 16, 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 the U.S. Department of Housing and Urban Development

SL: mr

Project Number: CA0671C9D080801  
 Number of Units: 10  
 Renewal Effective Date: 6/17/2009                      Renewal Expiration Date: 6/16/2010  
 Official Contact Person: Edna Garcia  
 Telephone: 951-358-5636 (Rick)  
 Fax: 951-358-3409  
 E-mail Address: Egarcia@riversidedpss.org  
 Tax ID Number: 95-6000930

### 2008 SHELTER PLUS CARE RENEWAL AGREEMENT

This Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Riverside County DPSS (the "Recipient").

This Agreement will be governed by Subtitle F of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the Act); the HUD Shelter Plus Care Program final rule codified at 24 CFR 582 ("the Rule"), which is attached hereto and made a part hereof as Exhibit 1, 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 29, 2008 at 73 FR 14883, and the second part was the Continuum of Care Homeless Assistance program section of the NOFA, which was published on July 10, 2008 at 73 FR 39840. The terms "Grant" or "Grant Funds" mean the funds for rental assistance that are provided under this Agreement. The term "Application" means the application submission 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 (including the application submissions for grants being consolidated in this agreement). The Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Shelter Plus Care Agreement shall

- Exhibit 1 - The Shelter Plus Care Program Rule
- Exhibit 2 - for Tenant-based Rental Assistance
- Exhibit 3 - for Project-based Rental Assistance
- Exhibit 4 - for Sponsor-based Rental Assistance
- Exhibit 5 - for Section 8 Moderate Rehabilitation for Single Room Occupancy
- Exhibit 5A - Sub-grant for the Administration of Rental Assistance (for SRO)

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 executing the Agreement.

Recipient agrees to conduct an ongoing assessment of the rental assistance and supportive services required by the participants in the program; to assure the adequate provisions of supportive services to the participants in the program; to be responsible for overall administration of this grant, including overseeing any sub-recipients, contractors and subcontractors; and to comply with such other

terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants for program monitoring and evaluation purposes), as the Secretary may establish for purposes of carrying out the program in an effective and efficient manner.

The recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with S+C funds.

Recipient agrees to draw Grant Funds for and to make rental assistance payments on behalf of eligible program participants at least quarterly.

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act, Rule, any material breach of the Agreement, failure to expend Grant Funds in a timely manner, or misrepresentations in the Application submissions that, if known by HUD, would have resulted in a 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;
- (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;
- (c) direct Recipient to establish and maintain a management plan that assigns responsibility for carrying out remedial actions;
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
- (e) reduce or recapture the grant;
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program;
- (g) continue the Grant with a substitute Recipient selected by HUD;
- (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 omissions by HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, Recipient shall not change sponsor or population to be served without the prior approval of HUD. No right, benefit, or advantage of the Recipient or Sponsor hereunder may be assigned without prior written approval of HUD. The effective date of the Agreement shall be (check one):

\_\_\_\_\_ the date of execution by HUD.

X the expiration of the prior grant that is being renewed (applicable only to renewals of grants whose terms have not been extended).

\_\_\_\_\_ (fill in a date).

Execution of this Agreement terminates any S+C Amendment and Extension Agreement executed by the parties, as of the effective date of this Agreement. (Where more than one grant is being consolidated, execution of this Agreement terminates the Grant Agreements for the grants identified in the attached exhibits, as of the effective date of this agreement.)

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 for Project Number:  
CA0671C9D080801.

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

By:

\_\_\_\_\_  
Signature and Date

William Vasquez

\_\_\_\_\_  
Typed name of signatory

Director, Office of 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) 358-5636, (951) 358-7755

\_\_\_\_\_  
Official Contact Person and Telephone No. and Fax No.

EXHIBIT 2

TENANT-BASED RENTAL ASSISTANCE (TRA)

1. The Recipient is RIVERSIDE CO HA.
2. HUD agrees, subject to the terms of the Agreement, to provide the Grant Funds in the amount specified below for the approved project(s) described in the Application. HUD's total funding obligation is \$134,136.00 for 11 units of tenant-based rental assistance for Project Number: CA0671C9D080801.
3. The term of this Grant Agreement shall be 1 year(s). One-year renewal grants cannot be extended and unobligated balances will be recaptured by HUD at the end of the grant period.
4. Recipient shall receive aggregate amounts of Grant Funds not to exceed the appropriate existing housing fair market rental value under Sec.8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved. This fair market rent may be higher or lower than the fair market rent in effect at the time of application submission.
5. The effective date of the Agreement shall be (check one):

\_\_\_\_\_ the date of execution by HUD.

the expiration of the prior grant that is being renewed (applicable only to renewals of grants whose terms have not been extended).

\_\_\_\_\_ (fill in a date).