

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

207



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:

June 15, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
GRANT AGREEMENT— PROJECT # CA0672B9D080802**

RECOMMENDED MOTION: That the Board of Supervisors approve 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 # CA0672B9D080802 in the amount of \$260,498 for the period of July 1, 2010 through June 30, 2011; and
2. Authorize the Director of DPSS to administer the Homeless Management Information System program with homeless service providers.

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna* 6/3/10
DATE
LARISA R-MCKENNA
Departmental Concurrence

(CONTINUED – 2 pages in total)

Patricia Reynolds

Patricia Reynolds, Assistant Director
Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 260,498	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 62,023	Budget Adjustment:	No
	Annual Net County Cost:	\$ 62,023	For Fiscal Year:	2010-11

SOURCE OF FUNDS: 25% County General Funds and 75% Federal Funds	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.: (7/21/09, #3.67)

District: All

Agenda Number:

3.31

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

TO: BOARD OF SUPERVISORS

DATE: June 15, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL GRANT AGREEMENT— PROJECT # CA0672B9D080802**

BACKGROUND:

On November 23, 2009, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On December 23, 2009, HUD announced the approval of eighteen renewal Grants for Riverside County's homeless projects, which included a renewal Grant to continue the operation of the Homeless Management Information System (HMIS).

HMIS is a web-based software required by the Department of Housing and Urban Development (HUD) that allows the County to more effectively assess homeless needs, allocate resources, and coordinate services through its enhanced tracking and reporting capabilities.

HMIS implementation presents the Riverside County Continuum of Care (CoC) with an opportunity to re-examine how homeless services are provided in the community, and to make informed decisions, and develop appropriate action steps. The implementation of the County's HMIS allows community stakeholders to build new alliances, to strengthen services, meet consumer needs in a more streamlined manner, and obtain information to guide future planning.

According to the most recent Annual Progress report for the period of July 1, 2008 through June 30, 2009 HMIS participation by Project Sponsors continues to increase and a new software vendor was selected to provide greater system level functionality, upload capacity and reporting tools. At the end of FY 2009-10, there were seventy-seven (77) licensed users representing twenty-four (24) agencies, county departments and faith-based organizations, and fifty-nine (59) programs.

DPSS is requesting that the Board approve the attached Grant Agreement, allowing HMIS to continue tracking homeless persons throughout Riverside County.

FINANCIAL DATA: The County's financial requirement is a 25% cash match (\$62,023) for HMIS funding only and all matching funds have been included in DPSS' FY 2010-11 budget. There is no match requirement for Administration.

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

Grant Number: CA0672B9D080802
Award Amount: \$260,498
Recipient: County of Riverside, 4060 County Circle Drive, Riverside,
California 92503
Tax ID#: 95-6000930
Project Name: CA-608 - Ren - Homeless Management Information System
Component Type: HMIS
Official Contact Person: Ms. Susan Loew, Director
Email Address: sloew@riversidedpss.org
Phone: (951) 358-5000
Fax: (951) 358-7755

**2009 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 the Recipient, which is described in section 1 of Attachment A, attached hereto and made a part hereof.

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 December 29, 2008 at 73 FR 79548, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which is located at <http://www.hud.gov/offices/adm/grants/nofa09/cocsec.pdf>. 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 as follows:

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By:

Print name of signatory

Title

RECIPIENT

Riverside County

Name of Organization

By:

Authorized Signature and Date

Marion Ashley

Print name of Signatory

Chair, Board of Supervisors

Title

FORM APPROVED COUNTY COUNSEL

BY: *Larisa R-Mckenna* 6/3/10
LARISA R-MCKENNA DATE

ATTACHMENT A

1. The recipient is County of Riverside.
2. HUD's total fund obligation for this project is \$260,498, which shall be allocated as follows:
 - Leasing \$0
 - Supportive services \$0
 - Operating costs \$0
 - HMIS \$248,094
 - Administration \$12,404
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 12 months. 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.