

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

505



**FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**SUBMITTAL DATE:**  
October 19, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT AGREEMENTS**

**RECOMMENDED MOTION:**

1. That the Board of Supervisors ratify, receive and file the six (6) attached Grant Agreements between DPSS and the U.S. Department of Housing and Urban Development:

CA0682B9D080802 – ABC Recovery Center

CA0669B9D080802 – Jewish Family Services of San Diego

CA0668B9D080802 – Lutheran Social Services of Southern California

CA0674B9D080802 – Martha's Village & Kitchen dba SVDP Management, Inc.

CA0813B9D080901 – United States Veterans Initiative

CA0667B9D080802 – MFI Recovery Center, Inc.

*Susan Loew*

(CONTINUED – 3 pages in total)

Susan Loew, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 804,770	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010-11

<b>SOURCE OF FUNDS:</b> 100% Federal Funds—HUD Supportive Housing Program	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**APPROVE**

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

BY: *Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

Purchasing: *Billy Cornett*  
Billy Cornett, Purchasing Manager

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
DATE: 10/15/10  
BY: *Marshall Victor*  
MARSHALL VICTOR

Dep't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.:

District: 1, 3, 4

Agenda Number:

3.37

**TO: BOARD OF SUPERVISORS**

**DATE:** October 19, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
GRANT AGREEMENTS**

**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 two (2) new and eighteen (18) renewal grants for Riverside County's homeless projects which included the renewal of the following Supportive Housing Programs:

**ABC Recovery Center** - The Transitional Living Village, located in Indio, is a 40 bed project which provides Transitional Housing to individuals recovering from substance abuse. Residents are offered aftercare services as well as life skills training. According to the latest Annual Progress Report for the period December 1, 2008 through November 30, 2009, 130 individuals were assisted. Thirty-four percent (34%) of participants achieved a stable income within three months of entry into the program. Forty-eight percent (48%, or 50 out of 99) of participants who exited went into permanent housing.

**Jewish Family Services of San Diego** - Desert Horizon SOS Transitional Housing program is located in the Coachella Valley. Desert Horizon provides Transitional Housing and intensive case management to homeless individuals. According to the latest Annual Progress Report for the period January 1, 2009 through December 31, 2009, the program assisted 68 individuals. Ninety-seven percent (97%, or 41 out of 42) of participants who exited the program had income or mainstream benefits. Seventy-eight percent (78%, or 33 out of 42) of those who exited went into permanent housing.

**Lutheran Social Services of Southern California** - Amelia's Light Transitional Living Program, located in Riverside, provides Transitional Housing to homeless women with children while they participate in a comprehensive case managed program that transitions them to self-sufficiency. According to the latest Annual Progress Report for the period November 1, 2008 through October 31, 2009, the program assisted 42 families which included 107 children. One-hundred percent (100%, or 23 out of 23) of participants who exited the program had income or mainstream benefits. Ninety-five percent (95%, or 22 out of 23) of those who exited went into permanent housing.

**Martha's Village & Kitchen dba SVDP Management Inc.** - The Martha's Village & Kitchen program, located in the Coachella Valley, is a comprehensive Supportive Housing Program consisting of 120 Transitional Housing beds for single adults and families with on-site supportive services. According to the latest Annual Progress Report submitted for the period of December 1, 2008 through November 30, 2009, 59 individuals and 75 families (including 165 children within families) were assisted through the Transitional Housing program. Eighty-eight percent (88%, or 97 out of 110) of families exiting the program went into permanent housing. Seventy-three percent (73%, or 81 out of 110) of participants who exited the program had income or mainstream benefits.

**TO: BOARD OF SUPERVISORS**

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**United States Veterans Initiative** - The VIP program is a transitional housing program located at March Air Reserve base in Moreno Valley. The program offers Transitional Housing and Supportive Services to homeless Veterans. According to the last Annual Progress Report submitted for the period of October 1, 2008 through September 1, 2009, 190 homeless veterans were assisted. Seventy-nine percent (79%, or 110 out of 140) of participants who exited the program had income or mainstream benefits. Sixty-four percent (64%, 90 out of 140) of participants exiting the program went into permanent housing.

**MFI Recovery Center, Inc.** - A Woman's Place Transitional Living Program, located in Riverside, utilizes a 15-unit apartment complex that provides Transitional Housing and Supportive Services for homeless women and their children after completion of a substance abuse program. According to the latest Annual Progress Report for the period December 1, 2008 through November 30, 2009, 25 families including 42 children were assisted. Eighty-eight percent (88%, or 14 out of 16) of families moved into permanent housing. Ninety-three percent (93%, or 15 out of 16) left having obtained income or mainstream benefits.

In accordance with Board Resolution No. 2010-045, approved by the Board on May 25, 2010 (Item 3.38), the authority to accept McKinney-Vento Homeless Assistance Act funding was delegated to the Director of DPSS.

With the full execution of the attached Grant Agreements by HUD, the Grant Agreements are being submitted to the Board to receive and file as the official copies of record.

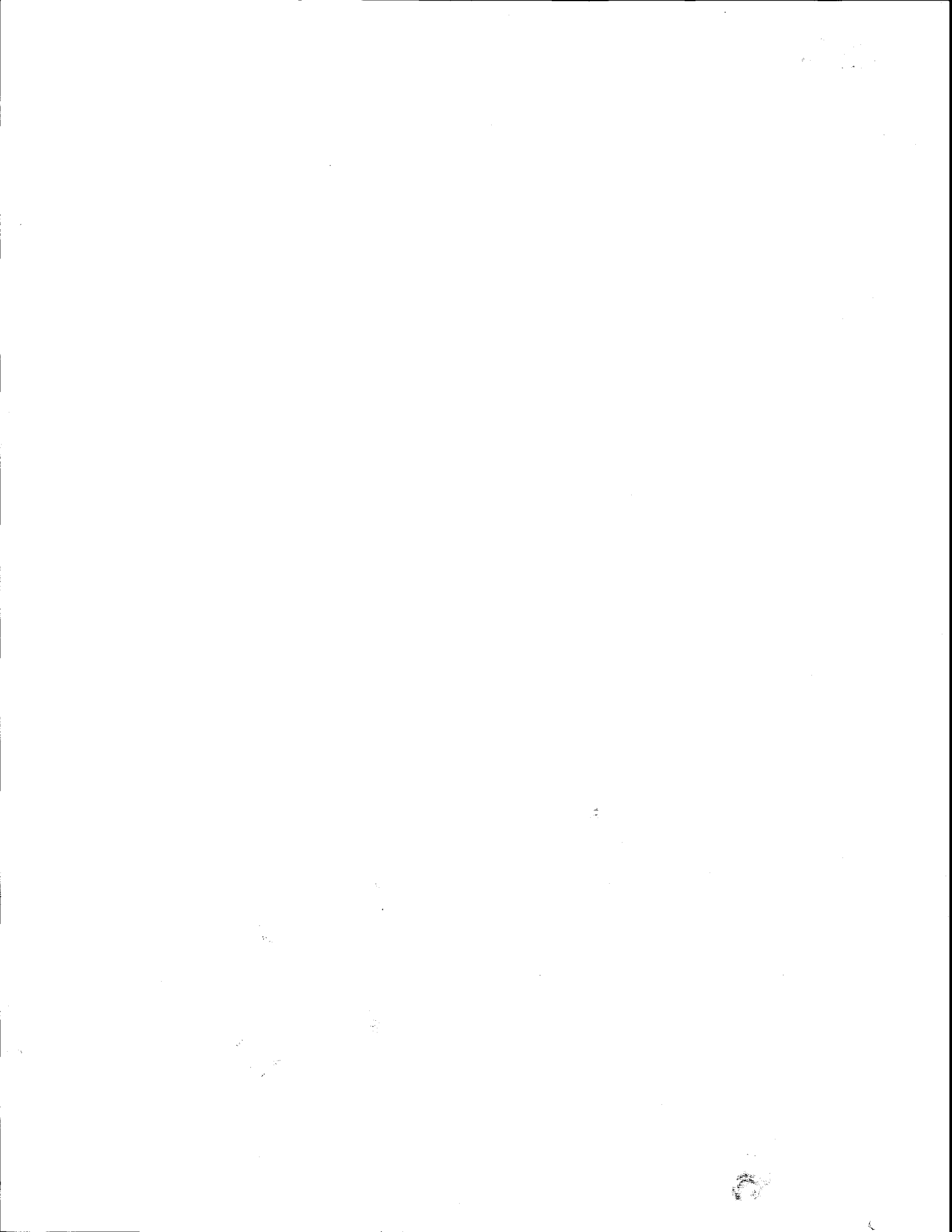
**FINANCIAL DATA:** No County General Funds are required. Funding is 100% Federal funds. The full aggregate Grant amounts is \$1,549,501; however, it is estimated that as a collective the Project Sponsors will expend \$804,770 in FY 2010-11, leaving \$744,731 to be expended in FY 2011-12.

**CONCUR/EXECUTE:** County Purchasing

**ATTACHMENTS:**

1. Grant Agreements (6 copies) between DPSS and U.S. Department of Housing and Urban Development.

SL: mr



**Grant Number:** CA0682B9D080802  
**Award Amount:** \$42,192  
**Recipient:** County of Riverside, 4060 County Circle Drive, Riverside,  
California 92503  
**Tax ID#:** 95-6000930  
**Project Name:** CA-608 - Ren - Transitional Living Village  
**Component Type:** TH  
**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:

Robert G. Luni 9/3/10

William G. Vasquez  
Print name of signatory

Deputy  
Director, Community Planning & Dev.  
Title

RECIPIENT

Riverside County

Name of Organization

By:

Susan Loew 8-18-10  
Authorized Signature and Date

Susan Loew

Print name of Signatory

Director, Dept. of Public Social Services

Title

## **ATTACHMENT A**

- 1. The recipient is County of Riverside.**
- 2. HUD's total fund obligation for this project is \$42,192, which shall be allocated as follows:**
  - Leasing \$0**
  - Supportive services \$15,034**
  - Operating costs \$25,150**
  - HMIS \$0**
  - Administration \$2,008**
- 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.**

**Grant Number:** CA0669B9D080802  
**Award Amount:** \$408,234  
**Recipient:** County of Riverside, 4060 County Circle Drive, Riverside,  
California 92503  
**Tax ID#:** 95-6000930  
**Project Name:** CA-608 - Ren - Desert Horizon-SOS Transitional Housing  
**Component Type:** TH  
**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**

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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.

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**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:**

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- (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.**

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## SIGNATURES

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UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By: Robert G. Linn 9/3/10

William G. Vasquez  
Print name of signatory

Deputy  
Director, Community Planning & Dev.  
Title

RECIPIENT

Riverside County

Name of Organization

By: Susan Loew 8-18-10  
Authorized Signature and Date

Susan Loew

Print name of Signatory

Director, Dept. of Public Social Services

Title

## ATTACHMENT A

1. The recipient is County of Riverside.
2. HUD's total fund obligation for this project is \$408,234, which shall be allocated as follows:
  - Leasing \$113,393
  - Supportive services \$126,870
  - Operating costs \$132,524
  - HMIS \$16,215
  - Administration \$19,232
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.



**Applicant:** Riverside City & County CoC  
**Project:** CA-608 - Ren - Amelia's Light Transitional Living Program

**RECEIVED**

CA-608

CA0668B9D080802

SEP 08 2010

County of Riverside  
Dept. of Public Social Services

**Grant Number:** CA0668B9D080802  
**Award Amount:** \$218,484  
**Recipient:** County of Riverside, 4060 County Circle Drive, Riverside,  
California 92503  
**Tax ID#:** 95-6000930  
**Project Name:** CA-608 - Ren - Amelia's Light Transitional Living Program  
**Component Type:** TH  
**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**

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- (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.

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This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By:

Robert G. Penner 9/3/10

William G. Vasquez  
Print name of signatory

Deputy  
Director, Community Planning & Dev.  
Title

RECIPIENT

Riverside County

Name of Organization

By:

Susan Loew 8-18-10  
Authorized Signature and Date

Susan Loew

Print name of Signatory

Director, Dept. of Public Social Services

Title

## **ATTACHMENT A**

- 1. The recipient is County of Riverside.**
- 2. HUD's total fund obligation for this project is \$218,484, which shall be allocated as follows:**
  - Leasing \$0**
  - Supportive services \$102,500**
  - Operating costs \$95,200**
  - HMIS \$10,380**
  - Administration \$10,404**
- 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.**

**Grant Number:** CA0674B9D080802  
**Award Amount:** \$525,000  
**Recipient:** County of Riverside, 4060 County Circle Drive, Riverside,  
California 92503  
**Tax ID#:** 95-6000930  
**Project Name:** CA-608 - Ren - Martha's Village & Kitchen  
**Component Type:** TH  
**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: Robert G. Lewis 9/3/10

William E. Vasquez  
Print name of signatory

Deputy  
Director, Community Planning & Dev.  
Title

RECIPIENT

Riverside County

Name of Organization

By: Susan Loew 8-18-10  
Authorized Signature and Date

Susan Loew

Print name of Signatory

Director, Dept. of Public Social Services

Title

## **ATTACHMENT A**

- 1. The recipient is County of Riverside.**
- 2. HUD's total fund obligation for this project is \$525,000, which shall be allocated as follows:**

**Leasing \$0**

**Supportive services \$125,000**

**Operating costs \$375,000**

**HMIS \$0**

**Administration \$25,000**

- 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.**

**Applicant:** Riverside City & County CoC

CA-608

**Project:** CA-608 - Ren - US Veterans Initiative Veterans in Progress Program

CA0813B9D080901

**Grant Number:** CA0813B9D080901

**Award Amount:** \$275,000

**Recipient:** County of Riverside, 4060 County Circle Drive, Riverside,  
California 92503

**Tax ID#:** 95-6000930

**Project Name:** CA-608 - Ren - US Veterans Initiative Veterans in Progress  
Program

**Component Type:** TH

**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**

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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:

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- (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.**

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# SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By: Robert G. Quinn 9/3/10

William G. Vasquez  
Print name of signatory

Deputy  
Director, Community Planning & Dev.  
Title

RECIPIENT

Riverside County

\_\_\_\_\_  
Name of Organization

By: Susan Loew 8-18-10  
Authorized Signature and Date

Susan Loew

\_\_\_\_\_  
Print name of Signatory

Director, Dept. of Public Social Services

\_\_\_\_\_  
Title

## **ATTACHMENT A**

- 1. The recipient is County of Riverside.**
- 2. HUD's total fund obligation for this project is \$275,000, which shall be allocated as follows:**
  - Leasing \$71,263**
  - Supportive services \$113,808**
  - Operating costs \$76,835**
  - HMIS \$0**
  - Administration \$13,094**
- 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.**

**Grant Number:** CA0667B9D080802  
**Award Amount:** \$80,591  
**Recipient:** County of Riverside, 4060 County Circle Drive, Riverside,  
California 92503  
**Tax ID#:** 95-6000930  
**Project Name:** CA-608 - Ren - A Woman's Place  
**Component Type:** TH  
**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**

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- (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
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UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By:

Robert G. Penn 9/3/10

William G. Vasquez  
Print name of signatory

Deputy  
Director, Community Planning & Dev.  
Title

RECIPIENT

Riverside County

Name of Organization

By:

Susan Loew 8/18/10  
Authorized Signature and Date

Susan Loew

Print name of Signatory

Director, Dept. of Public Social Services

Title

## **ATTACHMENT A**

- 1. The recipient is County of Riverside.**
- 2. HUD's total fund obligation for this project is \$80,591, which shall be allocated as follows:**
  - Leasing \$0**
  - Supportive services \$34,970**
  - Operating costs \$41,208**
  - HMIS \$576**
  - Administration \$3,837**
- 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.**