

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

627



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
January 24, 2012

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NEW
DPSS PROJECT SPONSOR AGREEMENT—HO-02283**

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

1. Authorize the Chairman of the Board to sign the attached new Project Sponsor Agreement [HO-02283] between DPSS and Operation SafeHouse.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Project Sponsor Agreements, including amendments to the compensation provision that do not exceed the maximum reimbursable amount of the Agreement (\$354,937); and
3. Authorize the Director of DPSS to administer the Project Sponsor Agreement with Operation SafeHouse.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 354,937	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-12

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: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

Dept Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 4

Agenda Number:

3.17

FORM APPROVED COUNTY COUNSEL
BY: *Christine* 1-17-12
ELEM M. BOEVA
Purchasing: *Mark*
DATE: Departmental Conf. Seller Assistant Direct.

TO: BOARD OF SUPERVISORS

DATE: January 24, 2012

SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
NEW DPSS PROJECT SPONSOR AGREEMENT—HO-02283

BACKGROUND:

On November 19, 2009, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On July 7, 2010, HUD announced the approval of the new grant for Riverside County's homeless projects which included the Supportive Housing Program (CA0874B9D080900 – Operation SafeHouse) referenced below.

Operation SafeHouse is proposing a new construction project for supportive housing, a sixteen unit apartment complex in Thousand Palms, CA. The project, Operation SafeHouse of the Desert Phase 2, will provide six (6) one-bedroom units for permanent supportive housing for persons with physical and/or mental Special Needs, as well as nine (9) units for a Transitional Living Program for youth and one (1) Manager's unit. The HUD funds will be used for the permanent supportive housing portion only. The residential units will be replacing an aging county fire station on land donated by the County of Riverside, and will be located directly behind Operation SafeHouse's comprehensive services campus. The extensive supportive services on the campus will be available to all residents. Operation SafeHouse will serve as the official Project Sponsor and will directly administer the construction project.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Project Sponsor Agreement (3 copies) between DPSS and Operation SafeHouse.

SL: rp



RECEIVED

AUG 04 2011

County of Riverside
Dept. of Public Social Services

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Los Angeles Field Office, Region IX
611 W. 6th Street, Suite 1000
Los Angeles, CA 90017

JUL 29 2011

Susan Loew, Director
Riverside County Department of Public Social Services
4060 County Circle Drive
Riverside, CA 92503

Dear Ms. Loew:

SUBJECT: Transmittal Letter: Executed Grant Agreement
Supportive Housing Program
Project Number: CA0874B9D080900

I am pleased to return your copy of the executed Grant Agreement under the Department of Housing and Urban Development's Supportive Housing Program. The following documents were provided to you at the time of your most recent grant award: Grantee Financial Instructions, Direct Deposit Sign-Up Form (SF-1199A), LOCCS Voice Response Security Access Authorization Form (HUD 27054) and SNAPS Request Voucher for Grant Payment (HUD-27053-A). These forms are also available at www.hud.gov. If you need additional forms for any reason, please contact us.

Please remember to submit your APR online in E-SNAPs. A Closeout Certification is enclosed. Both documents are due within 90 days after the grant expires, at which time all funds should have been drawn down. **Grant funds not drawn down within 90 days of the grant expiration date will be de-obligated by HUD.**

If you have any questions, please contact Chris Yao, Community Planning and Development Representative, at (213) 534-2577. HUD looks forward to working with you.

Sincerely,

William Vasquez
Director
Office of Community Planning
and Development

Enclosure(s)

Tax ID #: 95-6000930

Project Location: 72695 La Canada Way, Thousand Palms, CA 92276

Grant Number: CA0874B9D080900

Effective Date: 8/1/2011

DUNS No.: 152240540

2009 Supportive Housing Program Grant Agreement - New

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 section of the NOFA, which is located at www.hud.gov/offices/adm/grants/nofa09/cocsec.pdf. The term "Application" means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter 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 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.

If the Recipient is a State or other governmental entity required to assume environmental responsibility, it agrees that no costs to be paid or reimbursed with grant funds will be incurred before the completion of such responsibilities and HUD approval of any required Request for Release of Funds.

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.

If, in the application, the Recipient indicated that activities in any project will be carried out in an Empowerment Zone, an Enterprise Community, or an Enhanced Enterprise Community, as designated by HUD or the Department of Agriculture, the Recipient agrees to give priority placement in that project to eligible persons whose last known address was within the designated EZ/EC area or who are homeless persons living on the streets or in shelters within the designated areas.

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 change may be made to the project nor any 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.

For any project receiving funds for acquisition, construction or rehabilitation, the following applies:

The Recipient is required to execute and file for record a deed restriction, covenant running with the land or similar arrangement that will assure to HUD's satisfaction, compliance with the twenty-year term of commitment and a lien against the property, in a form to be approved by HUD, to secure HUD's interest in the repayment of the grant.

If the Recipient and/or subrecipient wishes to sell or otherwise dispose of the assisted real property, they must request and receive written approval from the Department to dispose

of the real property, advertise that disposition conditions apply to the assisted property, and abide by any other terms or conditions prescribed by HUD in the approval letter.

For projects involving acquisition, compliance with the recording requirement must be documented before release of any funds other than acquisition funds. For projects involving new construction or rehabilitation activities, compliance must be documented prior to the first release of federal funds. Evidence will be an original, executed document, in a form satisfactory to HUD, accompanied by a recording receipt. Upon completion of recordation, Recipient will provide HUD with an original, executed, recorded document.

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 the Attachment A provisions, noncompliance with the Act or Attachment B 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.

Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20-year period from the date of initial occupancy.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

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 without the prior written approval of HUD. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

William Vasquez 7/28/11
Signature and Date

William Vasquez

Typed name of signatory

Director, Office of Community Planning and Development
Title

RECIPIENT

County of Riverside, Department of Public Social Services

Name of Organization

By:

Susan Loew 7/18/11
Authorized Signature and Date

Susan Loew

Print name of signatory

Director, County of Riverside Department of Public Social Services
Title

ATTACHMENT A

1. The Recipient is **County of Riverside**.

2. HUD's total fund obligation for this project is **\$354,937** which shall be allocated as follows:

a. Acquisition	\$ 0
b. New construction	\$354,937
c. Rehabilitation	\$ 0
d. Leasing	\$ 0
e. Supportive services	\$0
f. Operating costs	\$ 0
g. HMIS	\$ 0
h. Administration	\$0

3. Although this agreement will become effective only upon the execution hereof by both parties, the term of this agreement shall run for a period of **24** months, unless the grant includes funds for acquisition, construction or rehabilitation, in which case the term of this grant agreement shall run for an additional three months from the term to allow for "capital costs activities". The overall grant period is not to exceed 27 months.

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

4.* Balance of grant funds remaining: _____

***These funds will be recaptured by the Fort Worth Accounting Center in order that they can be used in future homeless assistance funding rounds.**

(Note: Grantees which spent funds for acquisition, rehabilitation, or new construction through the Supportive Housing Demonstration Program (SHDP) or Supportive Housing Program (SHP) are required by law to continue to use the assisted facilities for the benefit of homeless persons for up to 20 years following the date of initial assistance. Therefore, notwithstanding this Grantee Closeout Certification, grantees failing to comply with this requirement shall be required to repay all or a portion of the grant amount, as stipulated in the appropriate regulation.)

Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

William G. Vasquez

Typed Name of Signatory

Director, Office of Community Planning and
Development

Title

Title

The above signature by HUD signifies approval of grant closeout.

Please note: Certification forms not returned within 60 days will be processed with the CPD Director's signature only and funds remaining recaptured without further HUD notification.