

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

9240



SUBMITTAL DATE:
May 23, 2012

FROM: Economic Development Agency

SUBJECT: Agreement for Use of HOME Funds for the 2012 Security Deposit Assistance Program

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement for use of HOME funds between the County of Riverside and the Housing Authority of the County of Riverside;
2. Authorize the Chairman of the Board to execute the said attached agreement; and
3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the agreement including, but not limited to, signing subsequent essential and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field
Robert Field
Assistant County Executive Officer/EDA

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 400,000 | 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 |

COMPANION ITEM ON BOARD OF COMMISSIONERS AGENDA: Yes

SOURCE OF FUNDS: HOME Investment Partnerships Act Grant Funds

| | |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Annie T. Sahhar* DATE: *5/17/12*
Departmental Concurrence

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

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

3.16

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: The Housing Authority of the County of Riverside has requested \$400,000 to fund the 2012 Security Deposit Assistance (SDA) Program. The goal of the program is to remove the initial barrier that households encounter as they attempt to find a suitable, decent housing unit to rent.

The SDA Program is designed to provide a one-time grant to pay for the security deposit for very low-income families earning no more than 50% of the area median income. Eligible participants include: new participants in the Section 8 Housing Choice Voucher Program; veteran households in the Veterans Affairs Supportive Housing (VASH) Program; Shelter Plus Care participant households; homeless or near homeless households as defined by the HEARTH Act; households displaced by government action with exception to households displaced from projects assisted by HOME funds for rental rehabilitation; farm worker households; or very low- or extremely low-income households that desire to rent at Housing Authority owned conventional housing.

New participants in the Section 8 Housing Choice Voucher Program must either have recently been selected from the waiting list, have an approved Section 8 Voucher or are in the process of finding a unit to rent. Existing Section 8 Voucher participants may only be eligible if the owner of the unit has selected to sell the property or there exists an unforeseen emergency that is through no fault of the family.

It is anticipated that this program would benefit approximately 888 families at an average cost of \$450 per family. Once a family moves from the unit, the family retains the deposit amount to assist them with the relocation process. The maximum grant per family is limited to the lesser of 50% of the actual total security deposit or half of the Section 8 contract rent.

County Counsel has approved as to form the Agreement for Use of HOME Funds for the 2012 Security Deposit Assistance Program. Staff recommends that the Board approve the attached agreement.

Attachment:

- Agreement for Use of HOME Funds for the 2012 Security Deposit Assistance Program

**AGREEMENT FOR THE USE OF HOME FUNDS FOR
THE SECURITY DEPOSIT ASSISTANCE PROGRAM**

This Agreement is made and entered into this ____ day of _____,
2012 by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision
of the State of California and the HOUSING AUTHORITY OF THE COUNTY OF
RIVERSIDE ("AUTHORITY"), a public body, corporate and politic in the State of
California.

W I T N E S S E T H:

WHEREAS, the Home Investment Partnership Act (HOME) Program,
which was enacted under Title II of the Cranston-Gonzalez National Affordable Housing
Act of 1990 (the "Act"), has as its purposes: to expand the supply of decent, affordable
housing for low- and very-low income families; to build State and local capacity to carry
out affordable housing programs; and to provide for coordinated assistance to
participants in the development of affordable low-income housing; and

WHEREAS, COUNTY has qualified as an "Urban County" for purposes of
receiving HOME funds which are to be used to assist and undertake essential housing
assistance activities pursuant to the Act; and

WHEREAS, AUTHORITY is eligible under the Act to apply and receive
HOME funds and to perform those activities described herein; and

WHEREAS, HOME-assisted activities described herein comply with the
objectives as required under 24 CFR Part 92; and

WHEREAS, HOME-assisted activities described herein are consistent
with COUNTY's Five-Year Consolidated Plan.

NOW, THEREFORE, COUNTY and AUTHORITY mutually agree as
follows:

1. PURPOSE. COUNTY has agreed to grant Four Hundred
Thousand Dollars (\$400,000) of HOME funds to AUTHORITY upon the terms and
conditions set forth herein for a Security Deposit Assistance Program (the "SDA

1 Program"). All HOME funds for the SDA Program will be used to provide security
2 deposit assistance to very low-income households that meet the eligibility requirements
3 as identified in **Exhibit A** which is attached hereto and by this reference incorporated
4 herein.

5 2. AUTHORITY'S OBLIGATIONS: AUTHORITY hereby agrees to
6 undertake and complete the following activities, subject to its receipt of the HOME
7 funds:

- 8 a. Conduct all necessary due diligence, review and verification
9 needed to complete and submit to COUNTY the SDA
10 Program Application, as shown in **Exhibit B**, which is
11 attached hereto and by this reference incorporated herein.
- 12 b. Provide funding to eligible participants of the SDA Program,
13 perform move-in inspections and certify that the housing unit
14 meets Section 8 Housing Quality Standards prior to
15 approving the SDA Program application.
- 16 c. Operate the SDA Program within the area of the County of
17 Riverside.
- 18 d. Monitor the program to ensure compliance as AUTHORITY
19 under the applicable federal HOME regulations set forth at
20 24 CFR Part 92 and the terms of this Agreement.

21 3. COUNTY'S OBLIGATIONS: COUNTY hereby agrees to undertake
22 and complete the following activities, subject to its receipt of HOME funds from U.S.
23 Department of Housing and Urban Development:

- 24 a. Provide a total amount of HOME funds identified in Section 1
25 to AUTHORITY for financing of eligible participants of the
26 SDA Program.
- 27 b. Comply with all of its obligations as participating recipient
28 under the applicable regulations set forth at 24 CFR Part 92.

1 4. PRIOR COUNTY APPROVAL. AUTHORITY shall obtain
2 COUNTY's approval, through its Economic Development Agency ("EDA"), of all items
3 requiring such approvals as described in this Agreement.

4 5. TERM OF AGREEMENT. This Agreement shall become effective
5 upon the Effective Date, as defined in Section 36, and shall continue in full force and
6 effect for a period of five (5) years.

7 6. COMPLETION SCHEDULE. AUTHORITY shall proceed with all
8 activities under the SDA Program within the term of this Agreement.

9 7. EXTENSION OF TIME. COUNTY may grant an extension to the
10 completion schedule for the purpose of completing AUTHORITY's activities which
11 cannot be completed. AUTHORITY shall request said extension in writing, stating the
12 reasons therefore, and may be granted only by receiving written approval from
13 COUNTY, which approval shall not be unreasonably withheld. Every term, condition,
14 covenant, and requirement of this Agreement shall continue in full force and effect
15 during the period of any such extension.

16 8. LETTER TO PROCEED. AUTHORITY shall not initiate nor incur
17 expenses for the HOME funded activity covered under the terms of this Agreement prior
18 to receiving written authorization to proceed.

19 9. REALLOCATION OF FUNDS. If substantial progress toward
20 completion, as determined by COUNTY, of the activity is not made in accordance with
21 the completion schedule specified, the funds allocated, reserved, or placed in a HOME
22 Investment Trust Fund may be reallocated by COUNTY after at least sixty (60) days'
23 prior written notice is given to AUTHORITY.

24 10. CONDITIONS FOR DISPOSITION OF FUNDS. COUNTY, through
25 its EDA, shall: (1) make payments of the HOME funds to AUTHORITY as designated in
26 **Exhibit A**, and (2) monitor the SDA Program to ensure compliance with applicable
27 federal, state and local laws, regulations ordinances and the terms of this Agreement.

28 11. DISTRIBUTION OF FUNDS. The HOME Investment Trust Fund

1 account established in the United States Treasury is managed through the U.S.
2 Department of Housing and Urban Development (HUD), Integrated Disbursement and
3 Information System (IDIS) for the HOME Investment Partnerships Program. The IDIS
4 System is a computerized system which manages, disburses, collects, and reports
5 information on the use of HOME funds in the United States Treasury Account. Any
6 disbursement of funds is expressly conditioned upon the satisfaction of conditions set
7 forth in **Section 2** and **Section 10** and the satisfactory receipt of copies of the SDA
8 Program Application for each recipient. COUNTY shall pay AUTHORITY the sum
9 specified in **Section 1** above on a "cost-as-incurred" basis for all eligible approved costs
10 shown in **Exhibit A**.

11 12. FINANCIAL RECORDS. AUTHORITY shall maintain financial,
12 programmatic, statistical, and other supporting records of its operations and financial
13 activities in accordance with the requirements of the HOME Investment Partnerships
14 Program Final Rule, and the regulations as amended promulgated thereunder, which
15 records shall be open to inspection and audit by authorized representatives of
16 COUNTY, HUD, and the Comptroller General of the United States during regular
17 working hours. COUNTY, HUD, and the Comptroller General, or any of their
18 representatives, have the right of access to any pertinent books, documents, papers, or
19 other records of AUTHORITY, in order to make audits, examinations, excerpts, and
20 transcripts. Said records shall be retained for such time as may be required by the
21 regulations of the HOME Program, but in no case for less than five years after the SDA
22 Program completion date; except that records of individual income verifications, and
23 inspections must be retained for the most recent five year period, until five years after
24 the affordability period terminates. If any litigation, claim, negotiation, audit, or other
25 action has been started before the expiration of the regular period specified, the records
26 must be retained until completion of the action and resolution of all issues which arise
27 from it, or until the end of the regular period, whichever is later.

28 13. COMPLIANCE WITH LAWS AND REGULATIONS. By executing

1 this Agreement, AUTHORITY hereby certifies that it will adhere to and comply with all
2 federal, state and local laws and regulations, and in particular, with the following as they
3 may be applicable to AUTHORITY's use of funds granted pursuant to the HOME
4 Investment Partnerships Program as enacted under Title II of the Act:

5 a. The HOME Investment Partnership Program and its implementing
6 regulations set forth as 24 CFR Part 92, as it now exists and may
7 hereafter be amended.

8 b. Section 92.350 Other Federal requirements and non discrimination.

9 As set forth in 24 CFR part 5, sub part A, AUTHORITY is required
10 to include the following requirements in the SDA Program: non
11 discrimination and equal opportunity under Section 282 of the Act;
12 disclosure; debarred, suspended or ineligible contractors; and drug-
13 free workplace.

14 c. Section 92.351 Affirmative marketing and minority outreach
15 program. AUTHORITY must adopt affirmative marketing
16 procedures and requirements. These must include:

17 (1) Methods for informing the public, owners, and potential
18 tenants about Federal fair housing laws and the affirmative
19 marketing policy (e.g., the use of the Equal Housing
20 Opportunity logotype or slogan in press releases and
21 solicitations for owners, and written communication to fair
22 housing and other groups).

23 (2) Requirements and practices that AUTHORITY must adhere
24 to in order to carry out the affirmative marketing procedures
25 and requirements (e.g., use of commercial media, use of
26 community contacts, use of the Equal Housing Opportunity
27 logotype or slogan, and display of fair housing poster).

28 (3) Procedures to be used by AUTHORITY to inform and solicit

1 applications from persons in the housing market area who
2 are not likely to apply without special outreach (e.g., use of
3 community organizations, employment centers, fair housing
4 groups, or housing counseling agencies).

5 (4) Records that will be kept describing actions taken by
6 AUTHORITY to affirmatively market units and records to
7 assess the results of these actions.

8 (5) A description of how AUTHORITY will annually assess the
9 success of affirmative marketing actions and what corrective
10 actions will be taken where affirmative marketing
11 requirements are not met.

12 d. Section 92.352 Environmental review. The environmental effects of
13 each activity carried out with HOME funds must be assessed in
14 accordance with the provisions of the National Environmental
15 Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related
16 authorities listed in HUD's implementing regulations at 24 CFR
17 Parts 50 and 58.

18 e. Section 92.353 Displacement, relocation, and acquisition. The
19 relocation requirements of Title II and the acquisition requirements
20 of Title III of the Uniform Relocation Assistance and Real Property
21 Acquisition Policies Act of 1970, and the implementing regulations
22 at 24 CFR Part 42. AUTHORITY must ensure that it has taken all
23 reasonable steps to minimize the displacement of persons as a
24 result of the SDA Program assisted with HOME Funds.

25 f. Section 92.355 Lead-based paint. Housing assisted with HOME
26 funds is subject to the lead-based paint requirements of 24 CFR
27 Part 35 issued pursuant to the Lead-Based Paint Poisoning
28 Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint

1 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i),
2 also apply, irrespective of the applicable property standard under
3 §92.251.

4 g. Section 92.356 Conflict of Interest. In the procurement of property
5 and services by AUTHORITY, the conflict of interest provisions in
6 24 CFR 85.36 and 24 CFR 85.42, respectively shall apply. Section
7 92.356 shall cover all cases not governed by 24 CFR 85.36 and 24
8 CFR 84.42.

9 h. Section 3 of the Housing and Urban Development Act of 1968. To
10 the greatest extent feasible, opportunities for training and
11 employment arising from HOME Funds will be provided to low-
12 income persons residing in the program service area. To the
13 greatest extent feasible, contracts for work to be performed in
14 connection with HOME Funds will be awarded to business
15 concerns that are located in or owned by persons residing in the
16 program service area. Contracts funded from Section 3 covered
17 funding sources must abide by the Section 3 Clause prescribed at
18 24 CFR 135.38.

19 i. Section 92.358 Consultant Activities. No person providing
20 consultant services in an employer-employee type relationship shall
21 receive more than a reasonable rate of compensation for personal
22 services paid with HOME funds.

23 j. AUTHORITY shall carry out its activity pursuant to this Agreement
24 in compliance with all federal laws and regulations described in
25 Subpart E of Part 92 of the Code of Federal Regulations, except
26 that:

27 (1) AUTHORITY does not assume COUNTY'S environmental
28 responsibilities described at 24 CFR Part 92.352; and

1 (2) AUTHORITY does not assume COUNTY'S responsibility for
2 initiating the review process under the provisions of 24 CFR
3 Part 92.352.

4 k. Uniform Administrative Requirements of 24 CFR 92.505 Part 84
5 and 85 "Common Rule", OMB Circular Nos. A-87 (for government
6 entities), A-122 (for non-profit organizations), and the following
7 §§85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, 85.36,
8 85.44, 85.51 and 85.52 (for government entities), and the following
9 §§84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through
10 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48,
11 84.51, 84.60 through 84.62, 84.72, and 84.73 (for non-profit
12 organizations).

13 14. INCOME TARGETING REQUIREMENTS. AUTHORITY will
14 provide funds to eligible participants of the SDA Program for very low-income
15 households whose incomes do not exceed fifty percent (50%) median family income for
16 Riverside County, adjusted by family size, at the time of occupancy.

17 15. FEDERAL REQUIREMENTS. AUTHORITY shall comply with the
18 provisions of the Act and any amendments thereto and the federal regulations and
19 guidelines now or hereafter enacted pursuant to the Act.

20 16. REPAYMENT INCOME. COUNTY must record the receipt and
21 expenditure of HOME repayment income in accordance with the standards specified in
22 24 CFR 92.503.

23 17. NONDISCRIMINATION. AUTHORITY shall abide by §570.601 and
24 §570.912 of Title 24 of the Federal Code of Regulations, which require that no person in
25 the United States shall, on the grounds of race, color, religion, national origin, or sex, be
26 excluded from participation in, be denied the benefits of, or be subjected to
27 discrimination under any program or activity funded in whole or in part with Community
28 Development funds.

18. PROHIBITION AGAINST CONFLICTS OF INTEREST

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- a. AUTHORITY and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the conflict of interest provisions in OMB Circular A-110, 24 CFR 85.36, 24 CFR 84.42, 24 CFR 92.356 and Policy Manual #A-11, attached hereto as Exhibit "C" and by this reference incorporated herein.
 - b. AUTHORITY understands and agrees that no waiver or exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR 92.356(d). Any request by AUTHORITY for an exception shall first be reviewed by COUNTY to determine whether such request is appropriate for submission to HUD. In determining whether such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24 CFR 92.356(e).
 - c. Prior to any funding under this Agreement, AUTHORITY shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the HOME activities funded under this Agreement. AUTHORITY shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the HOME activities funded under this Agreement.
 - d. Any violation of this section shall be deemed a material

1 breach of this Agreement, and the Agreement shall be
2 immediately terminated by COUNTY.

3 19. RELIGIOUS ACTIVITIES. Under federal regulations, 24 CFR
4 92.257 HOME funds may not be provided to primarily religious organizations, such as
5 churches, for any activity including secular activities. In addition, HOME funds may not
6 be used to rehabilitate or construct housing owned by primarily religious organizations
7 or to assist primarily religious organizations in acquiring housing. However, HOME
8 funds may be used by a secular entity to acquire housing from a primarily religious
9 organization, and a primarily religious entity may transfer title to property to a wholly
10 secular entity and the entity may participate in the HOME program in accordance with
11 the requirements set forth at 24 CFR 92.257. The entity may be an existing or newly
12 established entity, which may be an entity established by the religious organization.
13 The Security Deposit Assistance Program must be used exclusively by AUTHORITY for
14 secular purposes, available to all persons regardless of religion. In particular, there
15 must be no religious or membership criteria for tenants of the property.

16 20. PROGRAM MONITORING AND EVALUATION. AUTHORITY shall
17 maintain financial, programmatic, statistical and other supporting records of its
18 operations and financial activities in accordance with the requirements of the HOME
19 Program under 24 CFR 92.508. Except as otherwise provided for in this Agreement,
20 AUTHORITY shall maintain and submit records to COUNTY within ten business days of
21 COUNTY's request which clearly documents AUTHORITY's performance under each
22 requirement of the HOME Documents. A list of document submissions and timeline are
23 shown in **Exhibit A** and such list may be amended from time to time subject to HUD
24 and COUNTY reporting requirements.

25 21. EVENTS OF DEFAULT. The occurrence of any of the following
26 events shall constitute an "Event of Default" under this Agreement:

- 27 a. Monetary Default. (1) AUTHORITY's use of HOME funds for
28 uses inconsistent with terms and restrictions set forth in this

1 Agreement;

2 b. Non-Monetary Default - Operation. (1) Discrimination by
3 AUTHORITY on the basis of characteristics prohibited by
4 this Agreement or applicable law; (2) any material adverse
5 change in the condition of AUTHORITY that gives COUNTY
6 reasonable cause to believe that the SDA Program cannot
7 be operated according to the terms of this Agreement;

8 c. Bankruptcy, Dissolution and Insolvency. AUTHORITY's (1)
9 filing for bankruptcy, dissolution, or reorganization, or failure
10 to obtain a full dismissal of any such involuntary filing
11 brought by another party before the earlier of final relief or
12 sixty (60) days after such filing; (2) making a general
13 assignment for the benefit of creditors; (3) applying for the
14 appointment of a receiver, trustee, custodian, or liquidator, or
15 failure to obtain a full dismissal of any such involuntary
16 application brought by another party before the earlier of
17 final relief or sixty (60) days after such filing; (4) insolvency;
18 or (5) failure, inability or admission in writing of its inability to
19 pay its debts as they become due.

20 22. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For
21 monetary and non-monetary events of default, COUNTY shall give written notice to
22 AUTHORITY, of any event of default by specifying: (a) the nature of the event of default
23 or the deficiency giving rise to the default, (b) the action required to cure the deficiency,
24 if an action to cure is possible, and (c) a date, which shall not be less than ninety (90)
25 calendar days from the mailing of the notice, by which such action to cure must be
26 taken. COUNTY agrees that AUTHORITY and any beneficiary permitted by this
27 Agreement (collectively, the "Interested Parties") shall have the right to cure any and all
28 defaults under this Agreement.

1 23. COUNTY REMEDIES. Upon the happening of an event of default
2 and a failure by AUTHORITY or other Interested Party to cure said default within the
3 time specified in the notice of default (if an action to cure is specified in said notice),
4 COUNTY's obligation to disburse HOME funds shall terminate, and COUNTY may also
5 in addition to other rights and remedies permitted by this Agreement or applicable law,
6 proceed with any or all of the following remedies in any order or combination COUNTY
7 may choose in its sole discretion:

- 8 a. Terminate this Agreement.
9 b. Bring an action in equitable relief (1) seeking the specific
10 performance by AUTHORITY of the terms and conditions of
11 this Agreement, and/or (2) enjoining, abating, or preventing
12 any violation of said terms and conditions, and/or (3) seeking
13 declaratory relief.
14 c. Pursue any other remedy allowed at law or in equity.

15 24. AUTHORITY'S REMEDIES. Upon the fault or failure of COUNTY
16 to meet any of its obligations under this Agreement, AUTHORITY may:

- 17 a. Demand payment from COUNTY of any sums due
18 AUTHORITY; and/or
19 b. Bring an action in equitable relief seeking the specific
20 performance by COUNTY of the terms and conditions of this
21 Agreement; and/or
22 c. Pursue any other remedy allowed at law or in equity.

23 25. AUTHORITY'S WARRANTIES. AUTHORITY represents and
24 warrants (1) that it is duly organized, validly existing and in good standing under the
25 laws of the State of California, (2) that it has the full power and authority to undertake
26 the SDA Program and to execute this Agreement, (3) that the persons executing and
27 delivering this Agreement are authorized to execute and deliver such documents on
28 behalf of AUTHORITY and (4) that neither AUTHORITY nor any of its principals is

1 presently debarred, suspended, proposed for debarment, declared ineligible, or
2 voluntarily excluded from participation in connection with the transaction contemplated
3 by this Agreement.

4 26. AUTHORITY certifies, to the best of its knowledge and belief, that:

- 5 a. No federally appropriated funds have been paid or will be
6 paid, by or on behalf of the undersigned, to any person for
7 influencing or attempting to influence an officer or employee
8 of any agency, a member of Congress, an officer or
9 employee of Congress, or an employee of a member of
10 Congress in connection with the awarding of any federal
11 contract, the making of any federal grant, the making of any
12 federal loan, the entering into of any cooperative agreement,
13 and the extension, continuation, review, amendment, or
14 modification of any federal contract, grant, loan, or
15 cooperative agreement.
- 16 b. If any funds other than federally appropriated funds have
17 been paid or will be paid to any person for influencing or
18 attempting to influence an officer or employee of any
19 agency, a member of Congress, an officer or employee of
20 Congress, or an employee of a member of Congress in
21 connection with this federal contract, grant, loan, or
22 cooperative agreement, the undersigned shall complete and
23 submit Standard Form-LLL, "Disclosure Form to Report
24 Lobbying," in accordance with its instructions.
- 25 c. The undersigned shall require that the language of this
26 certification be included in the award documents for all sub-
27 awards at all tiers (including subcontracts, sub-grants, and
28 contracts under grants, loans, and cooperative agreements)

1 and that AUTHORITY shall certify and disclose accordingly.
2 This certification is a material representation of fact upon
3 which reliance was placed when this transaction was made
4 or entered into.

5 27. HOLD HARMLESS AND INDEMNIFICATION. AUTHORITY shall
6 indemnify, defend and hold harmless COUNTY, its elected officials, its members and its
7 respective agents, servants, and employees of and from any and all liabilities, claims,
8 debts, damages, demands, suits, actions, and causes of action whatsoever kind, nature
9 of sort including, but not by way of limitation, wrongful death, expense of the defense of
10 said parties, and the payment of reasonable attorneys' fees, arising out of or in
11 connection with the performance by AUTHORITY under this Agreement; except for,
12 however, any claims or damages arising from the sole negligence, fraud or
13 misrepresentation of COUNTY or its representatives.

14 28. TERMINATION.

15 a. AUTHORITY. AUTHORITY may terminate this Agreement
16 consistent with the Act, the regulations consistent
17 implementing the Act, and 24 CFR 85.44.

18 b. COUNTY. Notwithstanding the provisions of Section 31(a),
19 COUNTY may suspend or terminate this Agreement upon
20 written notice to AUTHORITY of the action being taken and
21 the reason for such action:

22 (1) In the event AUTHORITY fails to perform the
23 covenants herein contained at such times and in such
24 manner as provided in this Agreement after the
25 applicable notice and cure provision hereof; or

26 (2) In the event there is a conflict with any federal, state
27 or local law, ordinance, regulation or rule rendering
28 any of the provisions of this Agreement invalid or

1 untenable; or

2 (3) In the event the funding from the Department of
3 Housing and Urban Development referred to in
4 Section 1 above is terminated or otherwise becomes
5 unavailable.

6 c. This Agreement may be terminated or funding suspended in
7 whole or in part for cause in accordance with 24 CFR 85.43.
8 Cause shall be based on the failure of AUTHORITY to
9 materially comply with either the terms or conditions of this
10 Agreement after the applicable notice and cure provision
11 hereof. Upon suspension of funding, AUTHORITY agrees
12 not to incur any costs related thereto, or connected with, any
13 area of conflict from which COUNTY has determined that
14 suspension of funds is necessary. The award may be
15 terminated for convenience in accordance with 24 CFR
16 85.44.

17 d. Upon expiration of this Agreement, AUTHORITY shall
18 transfer to COUNTY any HOME funds on hand at the time of
19 expiration of the Agreement as well as any accounts
20 receivable held by AUTHORITY which are attributable to the
21 use of HOME funds awarded pursuant to this Agreement.

22 29. ENTIRE AGREEMENT. It is expressly agreed that this Agreement
23 embodies the entire agreement of the parties in relation to the subject matter hereof,
24 and that no other agreement or understanding, verbal or otherwise, relative to this
25 subject matter, exists between the parties at the time of execution.

26 30. SEVERABILITY. Each paragraph and provision of this Agreement
27 is severable from each other provision, and if any provision or part thereof is declared
28 invalid, the remaining provisions shall nevertheless remain in full force and effect.

1 31. MINISTERIAL ACTS. The Assistant County Executive
2 Officer/EDA, or designee(s), are authorized to take such ministerial actions as may be
3 necessary or appropriate to implement the terms, provisions, and conditions of this
4 Agreement as it may be amended from time to time by COUNTY.

5 32. MODIFICATION OF AGREEMENT. COUNTY or AUTHORITY
6 may consider it in its best interest to change, modify or extend a term or condition of this
7 Agreement. Any such change, extension or modification, which is mutually agreed
8 upon by COUNTY and AUTHORITY shall be incorporated in written amendments to this
9 Agreement. Such amendments shall not invalidate this Agreement, nor relieve or
10 release COUNTY or AUTHORITY from any obligations under this Agreement, except
11 for those parts thereby amended. No amendment to this Agreement shall be effective
12 and binding upon the parties, unless it expressly makes reference to this Agreement, is
13 in writing and is signed and acknowledged by duly authorized representatives of all
14 parties.

15 33. ASSIGNMENT. AUTHORITY will not make any sale, assignment,
16 conveyance or lease of any trust or power, or transfer in any other form with respect to
17 this Agreement, without prior written approval of COUNTY. Any proposed transferee
18 shall have the qualifications and financial responsibility, as reasonably determined by
19 COUNTY necessary and adequate to fulfill the obligations undertaken in this Agreement
20 by AUTHORITY. Any proposed transferee shall, by instrument in writing, for itself and
21 its successor and assigns, and expressly for the benefit of COUNTY, assume all of the
22 obligations of AUTHORITY under this Agreement and agree to be subject to all the
23 conditions and restrictions to which AUTHORITY is subject.

24 34. NOTICES. All notices, requests, demands and other
25 communication required or desired to be served by either party upon the other shall be
26 addressed to the respective parties as set forth below or the such other addresses as
27 from time to time shall be designated by the respective parties and shall be sufficient if
28 sent by United States first class, certified mail, postage prepaid, or express delivery

1 service with a receipt showing the date of delivery:

| 2 | <u>COUNTY</u> | <u>AUTHORITY</u> |
|---|-------------------------------|---------------------------|
| 3 | Assistant Director of Housing | Assistant Director of the |
| 4 | Riverside County | Housing Authority of the |
| 5 | Economic Development Agency | County of Riverside |
| 6 | 3403 Tenth Street, Suite 500 | 5555 Arlington Avenue |
| 7 | Riverside, CA 92501 | Riverside, CA 92504 |

8 35. COUNTERPARTS. This Agreement may be signed by the different
9 parties hereto in counterparts, each of which shall be an original but all of which
10 together shall constitute one and the same agreement.

11 36. EFFECTIVE DATE. The effective date of this Agreement is the
12 date the parties execute the Agreement. If the parties execute the Agreement on more
13 than one date, then the date first above written shall be the effective date.

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1 **IN WITNESS WHEREOF**, COUNTY and AUTHORITY have executed this
2 Agreement as of the date first above written.

3
4 COUNTY:

AUTHORITY:

5 COUNTY OF RIVERSIDE

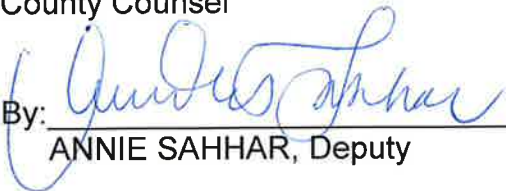
6 HOUSING AUTHORITY OF THE
7 COUNTY OF RIVERSIDE

8 By: _____
9 JOHN F. TAVAGLIONE, Chairman
10 Board of Supervisors

By: _____
11 JOHN F. TAVAGLIONE, Chairman
12 Board of Commissioners

13 APPROVED AS TO FORM:

14 PAMELA J. WALLS
15 County Counsel

16 By: 
ANNIE SAHHAR, Deputy

17 ATTEST:
18 KECIA HARPER-IHEM
19 Clerk of the Board

20 By _____
21 Deputy

22
23 **(Signatures need to be notarized)**
24
25
26
27

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

Authority: Housing Authority of the County of Riverside
Address: 5555 Arlington Avenue, Riverside, CA 92504
Program: 2012 Security Deposit Assistance Program
Location: Within the areas of the County of Riverside
Description:

The Housing Authority of the County of Riverside intends to use \$400,000 to fund the 2012 Security Deposit Assistance (SDA) Program. The goal of the program is to remove the initial barrier that households encounter as they attempt to find a suitable, decent housing unit to rent.

The SDA Program is designed to provide a one-time grant to pay for the security deposit for very low-income families earning no more than 50% of the area median income.

Eligible Participants include:

1. New participants in the Section 8 Housing Choice Voucher Program;
2. Veteran households in the Veterans Affairs Supportive Housing (VASH) Program;
3. Shelter Plus Care participant households;
4. Homeless or near homeless households as defined by the HEARTH Act;
5. Households displaced by government action with exception to households displaced from projects assisted by HOME funds for rental rehabilitation;
6. Farm worker households; or
7. Very low- or extremely low-income households that desire to rent at Housing Authority owned conventional housing.

New participants in the Section 8 Housing Choice Voucher Program must either have recently been selected from the waiting list, have an approved Section 8 Voucher or are in the process of finding a unit to rent. Existing Section 8 Voucher participants may only be eligible if the owner of the unit has selected to sell the property or there exists an unforeseen emergency that is through no fault of the family.

SDA Program assistance may not be provided for overnight or temporary shelter. California state law prohibits landlords or property owners from requesting a security deposit greater than two (2) months of the total amount of the contract rent as a security deposit for an un-furnished unit.

The grant will be made to Authority on a "cost-as-incurred" basis for all eligible approved costs under this Agreement. Once a family moves from the unit, the family retains the deposit amount to assist them with the relocation process. The maximum grant per family is limited to the lesser of 50% of the actual total security deposit or half of the Section 8 contract rent.

It is anticipated that this program would benefit approximately 888 families at an average cost of \$450 per family.

Matching funds in a minimum amount of twenty-five percent (25%) of the total HOME allocation are required. The HOME match in the amount of \$100,000 will be satisfied from the excess match carried over Fiscal 2011-2012.

The Housing Authority shall submit to the County copies of the HUD Section 50058 approval Form and Security Deposit Assistance Program Application.

EXHIBIT "B"

Security Deposit Assistance Program Application

Original Section 8 Admittance Date _____
Date: _____ Housing Voucher or Certification # _____
Phone _____ Race Code: _____ Hispanic: Y ___ N ___
Address (including zip): _____
(address for which assistance is requested)

Landlord _____
Head of Household: Name & Address _____
_____ Phone _____

Move in date _____ Household Income \$ _____ (%) _____ Section 8 Subsidy _____
Monthly Rent \$ _____ Tenant Contribution \$ _____ Female Head of Household? Y ___ N ___
Total Tenant Payment \$ _____ Size of Household _____ Head of Household Code _____
Amount Requested: _____ Security Deposit _____ Payable To: _____
of Bdrms: _____ New Contract? Y ___ N ___ Months in Contract w/ Tenant: _____ (1-24)

Under the Housing Authority of the County of Riverside Security Deposit Assistance Program, payment will be provided for the security deposit not to exceed 50% of the actual security deposit or half of the contract rent, whichever is less. Payment will be provided directly to the Landlord. This assistance is provided with the intent to provide rental assistance to the eligible Section 8 tenant; however the Riverside County Economic Development Agency is under no obligation to the tenant, the Landlord, or any other party until (1) the rental unit has passed inspection and meets housing quality standards (HQS); (2) the rental unit has been approved by the Housing Authority of the County of Riverside Section 8 program; (3) a Dwelling Lease Agreement and Housing Assistance Payment contract have been fully executed by all parties.

Head of Household Signature (2) Head of Household Signature

I certify that the client's income has been verified as stated above and the property that assistance is applied for meets applicable property standards, according to Section 8. I also agree to make client records available upon request from EDA, Dept. of HUD, or other authorized agency. ATTACH COPY OF HUD FORM 50058.

Certified by _____ Date _____
Housing Authority Eligibility Specialist

Approved Denied _____
Housing Authority Program Manager Official Signature Date

Reason or Denial _____

- Race of Head of household Code**
11 - White
12 - Black or African American
13 - Asian
14 - American Indian or Alaska Native
15 - Native Hawaiian or Other Pacific Islander
16 - American Indian or Alaska Native & White
17 - Asian & White 18 - Black or African American & White
19 - American Indian or Alaska Native & Black or African American
20 - Other Multi Racial

- Head of Household Code**
1 - Single/Non Elderly
2 - Elderly
3 - Related/Single Parent
4 - Related/Two Parent
5 - Other
New Contract?
Y - Yes, tenant is newly assisted
N - No, tenant's assistance has been renewed

Prohibition Against Conflicts of Interest
EXHIBIT "C"

§ 92.356 Conflict of interest.

- (a) Applicability. In the procurement of property and services by participating jurisdictions, State recipients, and sub-recipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- (b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY, State recipient, or sub-recipient which are receiving HOME funds.
- (d) Exceptions: Threshold requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the COUNTY's program or project. An exception may be considered only after the recipient has provided the following:
- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) of this section, HUD shall consider the cumulative effect of the following factors, where applicable:
- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 - (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

Prohibition Against Conflicts of Interest
EXHIBIT "C"

- (5) Whether undue hardship will result either to the COUNTY or the person affected when weighed against the public interest served by avoiding the prohibited conflict;
- (6) Any other relevant considerations.

Owners/Participants and Developers.

- (1) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
- (2) Exceptions. Upon written request of AUTHORITY or developer, the COUNTY may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the HOME program and the effective and efficient administration of the owner's, AUTHORITY's or developer's HOME-assisted project. In determining whether to grant a requested exception, the COUNTY shall consider the following factors:
 - (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
 - (iii) Whether the tenant protection requirements of § 92.253 are being observed;
 - (iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and
 - (v) Any other factor relevant to the COUNTY's determination, including the timing of the requested exception.

Prohibition Against Conflicts of Interest
EXHIBIT "C"

Community Development
Block Grant
Policy Manual
I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODED
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations (24 CFR Part 85). These Regulations. "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" require that grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- 1) No employee, officer or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners, or;
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.

Prohibition Against Conflicts of Interest
EXHIBIT "C"

Community Development
Block Grant
Policy Manual
I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

DATE: March 1999

- ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of Section 4, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.