

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

763
A



FORM APPROVED COUNTY COUNSEL
 Departmental BY: J. Brown 5-19-14
 DATE: JHARR BROWN

FROM: Housing Authority

SUBMITTAL DATE:
May 8, 2014

SUBJECT: Sub-Recipient Agreement for the use of HOME Funds for Tenant Based Rental Assistance Program, All Districts, [\$445,995], HOME Investment Partnerships Act Funds 100%

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the attached Sub-recipient Agreement for the use of HOME funds in an amount not to exceed \$445,995 between the County of Riverside and Housing Authority of the County of Riverside as Sub-recipient;
2. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3) as it will not have a potentially significant environmental effect and therefore falls under the "general rule" exemption;

(Continued)

Robert Field
Executive Director

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|---|----------------------|-------------------|-------------|---------------------------------|---|
| COST | \$ 445,995 | \$ 0 | \$ 445,995 | \$ | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ | |
| SOURCE OF FUNDS: HOME Investment Partnerships Act Funds 100% | | | | Budget Adjustment: No | |
| | | | | For Fiscal Year: 2013/14 | |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: [Signature] 6/5/14
 Esteban Hernandez

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

10-2

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Sub-Recipient Agreement for the use of HOME Funds for Tenant Based Rental Assistance Program, All Districts, [\$445,995], HOME Investment Partnerships Act Funds 100%

DATE: May 8, 2014

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RECOMMENDED MOTION: (Continued)

3. Find that the project is determined to be categorically excluded activity from the National Environmental Policy Act of 1969 pursuant to Title 24 Code of Federal Regulations section 58.35 (b)(1) since the activity is tenant based rental assistance;
4. Authorize the Chairman of the Board of Commissioners to execute the attached Sub-recipient Agreement;
5. Authorize the Executive Director, or designee, to take all necessary steps to implement the agreement including, but not limited to signing subsequent essential and relevant documents, subject to approval by County Counsel; and
6. Direct staff to file the Notice of Exemption within five working days.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) has requested a grant of HOME funds from the County in the amount of \$445,995 to fund the Housing Authority's Tenant Based Rental Assistance (TBRA) Program in an effort to address the homeless encampments in Riverside County. The goal of the program is to provide permanent housing and supportive services to homeless residents living in encampments. Conditions in these encampments are not safe and they attract criminal activity to the local communities.

The objectives of the TBRA Program are to: rapidly re-house homeless encampment residents; provide one year of rental assistance; provide targeted supportive services to support recovery and self-sufficiency; promote housing stability; and reduce the number of homeless encampments in Riverside County and the re-population of abated encampments.

The TBRA Program will have the following eligibility requirements:

1. Currently living in an identified homeless encampment in Riverside County;
2. Household income cannot exceed 50% median income as defined by HUD;
3. Adult household members must agree to case management and all other program provisions;
4. Rental units must be located within the County of Riverside and meet HOME TBRA guidelines; and
5. No significant criminal background issues that pose a threat to the community (Megan's Law registrants will be denied admission).

It is anticipated that the TBRA Program will benefit approximately 45 households at an average cost of \$9,911 per household. The Housing Authority will provide in-kind leveraging in the form of staff support, program supplies, and transportation costs. Other funding sources in the approximate amount of \$75,000 may include grant funding from the Substance Abuse and Mental Health Services Administration (SAMHSA), United Way, Southern California Edison, Emergency Shelter Grants, and Emergency Food and Shelter Funds. In the event HACR is successful in obtaining such grants, the average benefit to each of the targeted 45 households will increase by \$1,667 to \$11,578. The total estimated project cost is \$520,995. The Housing Authority will continue to seek additional grant funding to be able to expand the TBRA Program.

County Counsel has reviewed and approved the Sub-Recipient Agreement for Use of HOME funds as to form. Staff recommends that the Board of Commissioners approve the Sub-Recipient Agreement.

(Continued)

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Sub-Recipient Agreement for the use of HOME Funds for Tenant Based Rental Assistance Program, All Districts, [\$445,995], HOME Investment Partnerships Act Funds 100%

DATE: May 8, 2014

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BACKGROUND: (Continued)

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County. The proposed program is expected to fill vacancies of rental units and eliminate blight and crime from communities.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution to the TBRA Program will be fully funded with HOME Investment Partnerships Act funds from the U.S. Department of Housing and Urban Development.

Attachment:

A-Sub-recipient Agreement (2)

B-Notice of Exemption

C--HUD Certification of Categorical Exclusion

ATTACHMENT A

SUB-RECIPIENT AGREEMENT

**SUB-RECIPIENT AGREEMENT FOR THE USE OF HOME FUNDS
FOR THE TENANT BASED RENTAL ASSISTANCE PROGRAM**

This Agreement is made and entered into this 3rd day of June, 2014 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic in the State of California ("SUB-RECIPIENT"). The COUNTY and SUB-RECIPIENT may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

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;

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;

WHEREAS, SUB-RECIPIENT 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;

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

WHEREAS, the Parties desire to enter into this Agreement to provide for the grant of HOME funds from COUNTY to SUB-RECIPIENT in the approximate amount of \$445,995 for use in connection with SUB-RECIPIENT's Tenant Based Rental Assistance program as more specifically set forth below.

1 **NOW, THEREFORE, COUNTY and SUB-RECIPIENT mutually agree as**
2 follows:

3 1. PURPOSE. COUNTY shall grant Four Hundred Forty Five
4 Thousand Nine Hundred Ninety Five Dollars (\$445,995) of HOME funds (“HOME
5 Grant”) to SUB-RECIPIENT upon the terms and conditions set forth herein for a Tenant
6 Based Rental Assistance Program (the “TBRA Program”). The SUB-RECIPIENT shall
7 use the HOME Grant to pay costs related to providing housing to eligible homeless
8 residents living in encampments for a maximum of twelve (12) months and provide
9 supportive services to assist with transitioning to self-sufficiency. The TBRA Program is
10 described in more detail in **Exhibit A** which is attached hereto and incorporated herein
11 by this reference.

12 2. SUB-RECIPIENT’S OBLIGATIONS: SUB-RECIPIENT hereby
13 agrees to undertake and complete the following activities during the term of this
14 Agreement, subject to its receipt of the HOME Grant:

- 15 a. It is expressly understood and agreed that the HOME Grant
16 shall only be used for payment of necessary and reasonable
17 eligible costs as described at 24 CFR 92.206.
- 18 b. Conduct all necessary due diligence, review and verification
19 needed to complete the TBRA Program Application, as
20 shown in **Exhibit B**, which is attached hereto and
21 incorporated herein by this reference.
- 22 c. Provide funding to eligible participants of the TBRA Program,
23 perform move-in inspections and certify that the housing unit
24 meets Section 8 Housing Quality Standards (HQS) prior to
25 approving the TBRA Program application.
- 26 d. Operate the TBRA Program within the cities that participate
27 in the COUNTY’s CDBG program. Eligible areas include the
28 unincorporated areas of the COUNTY and the following

1 cooperating cities: Banning, Beaumont, Blythe, Coachella,
2 Canyon Lake, Desert Hot Springs, Indian Wells, Lake
3 Elsinore, La Quinta, Murrieta, Norco, San Jacinto, Wildomar,
4 and including the City of Jurupa Valley.

5 e. Provide supportive services that support self-sufficiency for
6 the TBRA Program participants.

7 f. Monitor the TBRA Program to ensure compliance as SUB-
8 RECIPIENT under the applicable federal HOME regulations
9 set forth at 24 CFR Part 92 and the terms of this Agreement.

10 g. The SUB-RECIPIENT must have written agreements with all
11 the landlords participating in the TBRA Program by which
12 the SUB-RECIPIENT can enforce the necessary HOME
13 provisions and cross cutting regulations applying to the
14 TBRA Program.

15 h. The SUB-RECIPIENT must adopt written tenant/project
16 participant selection policies and criteria clearly specifying
17 how families to be assisted will be selected. A copy of the
18 written tenant selection policy must be provided to the
19 COUNTY within thirty (30) days of the Effective Date of the
20 Agreement and must address the following:

21 (i) Are consistent with purpose of the providing
22 housing for very low-income families;

23 (ii) Are reasonable related to program eligibility and
24 the applicant's ability to perform obligations of a
25 lease;

26 (iii) Provide selection of tenants from a written waiting
27 list in the chronological order of their application,
28 insofar as practicable; and

1 (iv) Written notifications for the grounds of rejection to
2 any rejected applicant.

3 i. SUB-RECIPIENT must adopt written outreach strategies. A
4 copy of the written outreach strategies must be provided to
5 the COUNTY within thirty (30) days of the Effective Date of
6 the Agreement. Failure of SUB-RECIPIENT to comply with
7 these and all other terms of the Agreement may result in
8 suspension or termination of this Agreement.

9 j. SUB-RECIPIENT must establish a policy regarding moves
10 and termination of assistance and make that policy available
11 to tenants to review. While a tenant is receiving TBRA, the
12 landlord may terminate the tenancy of the lease/rental
13 agreement only for violation of the terms and conditions of
14 the lease/rental agreement or for violation of applicable
15 federal, state or local law. The landlord must provide the
16 tenant with written notice of the termination and notify the
17 SUB-RECIPIENT in writing. If a tenant is evicted, SUB-
18 RECIPIENT must terminate the assistance with the owner
19 and, thereafter, may re-evaluate the reasons for eviction and
20 elect to continue TBRA with the tenant at another rental unit.
21 Documentation of the reason for continuance or denial must
22 be included in the tenant's file and the action must be in
23 compliance with fair housing laws. Failure of SUB-
24 RECIPIENT to comply with these and all other terms of the
25 Agreement may result in suspension or termination of this
26 Agreement.

27 3. COUNTY'S OBLIGATIONS: COUNTY hereby agrees to undertake
28 and complete the following activities, subject to its receipt of sufficient HOME funds from

1 U.S. Department of Housing and Urban Development:

2 a. Provide the total amount of HOME funds identified in Section
3 1 to SUB-RECIPIENT for financing of eligible participants of
4 the TBRA Program.

5 b. Comply with all of its obligations as participating jurisdiction
6 under the applicable regulations set forth at 24 CFR Part 92.

7 4. PRIOR COUNTY APPROVAL. SUB-RECIPIENT shall obtain
8 COUNTY's approval, through its Economic Development Agency ("EDA"), of all items
9 requiring such approvals as described in this Agreement.

10 5. TERM OF AGREEMENT. This Agreement shall become effective
11 upon the Effective Date, as defined in Section 36, and shall continue in full force and
12 effect for a period of eighteen (18) months. All HOME funds must be expended within
13 eighteen (18) months from the Effective Date of this Agreement.

14 6. COMPLETION SCHEDULE. SUB-RECIPIENT shall proceed with
15 all activities under the TBRA Program within the term of this Agreement.

16 7. EXTENSION OF TIME. COUNTY may grant an extension to the
17 completion schedule for the purpose of completing SUB-RECIPIENT's activities which
18 cannot be completed. SUB-RECIPIENT shall request said extension in writing, stating
19 the reasons therefore, and may be granted only by receiving written approval from
20 COUNTY, which approval shall not be unreasonably withheld. Every term, condition,
21 covenant, and requirement of this Agreement shall continue in full force and effect
22 during the period of any such extension.

23 8. Program Income. The SUB-RECIPIENT shall retain any repayment,
24 interest, and any other return of the investment of HOME funds to be used for additional
25 similar HOME eligible activities.

26 9. REALLOCATION OF FUNDS. If substantial progress toward
27 completion, as determined by COUNTY, of the activity is not made in accordance with
28 the completion schedule specified, the funds allocated, reserved, or placed in a HOME

1 Investment Trust Fund may be reallocated by COUNTY after at least sixty (60) days'
2 prior written notice is given to SUB-RECIPIENT.

3 10. CONDITIONS FOR DISPOSITION OF FUNDS. COUNTY, through
4 its EDA, shall: (1) make payments of the HOME funds to SUB-RECIPIENT as
5 designated in **Exhibit A**, and (2) monitor the TBRA Program to ensure compliance with
6 applicable federal, state and local laws, regulations ordinances and the terms of this
7 Agreement.

8 11. DISTRIBUTION OF FUNDS. The HOME Investment Trust Fund
9 account established in the United States Treasury is managed through the U.S.
10 Department of Housing and Urban Development (HUD), Integrated Disbursement and
11 Information System (IDIS) for the HOME Investment Partnerships Program. The IDIS
12 System is a computerized system which manages, disburses, collects, and reports
13 information on the use of HOME funds in the United States Treasury Account. Any
14 disbursement of funds is expressly conditioned upon the satisfaction of conditions set
15 forth in **Section 2** and **Section 10** and the satisfactory receipt of copies of the TBRA
16 Program Application for each recipient. COUNTY shall pay SUB-RECIPIENT the sum
17 specified in **Section 1** above on a "cost-as-incurred" basis for all eligible approved costs
18 shown in **Exhibit A**. The SUB-RECIPIENT will receive an administrative fee (the "Fee")
19 of 10% of the HOME funds drawn. The Fee will be paid based on the total disbursement
20 requests. The Fee may be used to pay for expenses associated with the program
21 operations such as determining eligibility and inspecting units.

22 12. FINANCIAL RECORDS. SUB-RECIPIENT shall maintain financial,
23 programmatic, statistical, and other supporting records of its operations and financial
24 activities in accordance with the requirements of the HOME Investment Partnerships
25 Program Final Rule, and the regulations as amended promulgated thereunder, which
26 records shall be open to inspection and audit by authorized representatives of
27 COUNTY, HUD, and the Comptroller General of the United States during regular
28 working hours. COUNTY, HUD, and the Comptroller General, or any of their

1 representatives, have the right of access to any pertinent books, documents, papers, or
2 other records of SUB-RECIPIENT, in order to make audits, examinations, excerpts, and
3 transcripts. Said records shall be retained for such time as may be required by the
4 regulations of the HOME Program, but in no case for less than five years after the
5 TBRA Program completion date; except that records of individual income verifications,
6 and inspections must be retained for the most recent five year period, until five years
7 after the affordability period terminates. If any litigation, claim, negotiation, audit, or
8 other action has been started before the expiration of the regular period specified, the
9 records must be retained until completion of the action and resolution of all issues which
10 arise from it, or until the end of the regular period, whichever is later.

11 13. COMPLIANCE WITH LAWS AND REGULATIONS. By executing
12 this Agreement, SUB-RECIPIENT hereby certifies that it will adhere to and comply with
13 all federal, state and local laws and regulations, and in particular, with the following as
14 they may be applicable to SUB-RECIPIENT's use of funds granted pursuant to the
15 HOME Investment Partnerships Program as enacted under Title II of the Act:

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

19 b. Section 92.350 Other Federal requirements and non discrimination.
20 As set forth in 24 CFR part 5, sub part A, SUB-RECIPIENT is
21 required to include the following requirements in the TBRA
22 Program: nondiscrimination and equal opportunity under Section
23 282 of the Act; disclosure; debarred, suspended or ineligible
24 contractors; and drug-free workplace.

25 c. Section 92.351 Affirmative marketing and minority outreach
26 program. SUB-RECIPIENT must adopt affirmative marketing
27 procedures and requirements. These must include:

28 (1) Methods for informing the public, owners, and potential

1 tenants about Federal fair housing laws and the affirmative
2 marketing policy (e.g., the use of the Equal Housing
3 Opportunity logotype or slogan in press releases and
4 solicitations for owners, and written communication to fair
5 housing and other groups).

6 (2) Requirements and practices that SUB-RECIPIENT must
7 adhere to in order to carry out the affirmative marketing
8 procedures and requirements (e.g., use of commercial
9 media, use of community contacts, use of the Equal Housing
10 Opportunity logotype or slogan, and display of fair housing
11 poster).

12 (3) Procedures to be used by SUB-RECIPIENT to inform and
13 solicit applications from persons in the housing market area
14 who are not likely to apply without special outreach (e.g., use
15 of community organizations, employment centers, fair
16 housing groups, or housing counseling agencies).

17 (4) Records that will be kept describing actions taken by SUB-
18 RECIPIENT to affirmatively market units and records to
19 assess the results of these actions.

20 (5) A description of how SUB-RECIPIENT will annually assess
21 the success of affirmative marketing actions and what
22 corrective actions will be taken where affirmative marketing
23 requirements are not met.

24 d. Section 92.352 Environmental review. The environmental effects of
25 each activity carried out with HOME funds must be assessed in
26 accordance with the provisions of the National Environmental
27 Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related
28 authorities listed in HUD's implementing regulations at 24 CFR

1 Parts 50 and 58.

- 2 e. Section 92.353 Displacement, relocation, and acquisition. The
3 relocation requirements of Title II and the acquisition requirements
4 of Title III of the Uniform Relocation Assistance and Real Property
5 Acquisition Policies Act of 1970, and the implementing regulations
6 at 24 CFR Part 42. SUB-RECIPIENT must ensure that it has taken
7 all reasonable steps to minimize the displacement of persons as a
8 result of the TBRA Program assisted with HOME Funds.
- 9 f. Section 92.355 Lead-based paint. Housing assisted with HOME
10 funds is subject to the lead-based paint requirements of 24 CFR
11 Part 35 issued pursuant to the Lead-Based Paint Poisoning
12 Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint
13 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i),
14 also apply, irrespective of the applicable property standard under
15 §92.251.
- 16 g. Section 92.356 Conflict of Interest. In the procurement of property
17 and services by SUB-RECIPIENT, the conflict of interest provisions
18 in 24 CFR 85.36 and 24 CFR 85.42, respectively shall apply.
19 Section 92.356 shall cover all cases not governed by 24 CFR 85.36
20 and 24 CFR 84.42.
- 21 h. Section 3 of the Housing and Urban Development Act of 1968. To
22 the greatest extent feasible, opportunities for training and
23 employment arising from HOME Funds will be provided to low-
24 income persons residing in the program service area. To the
25 greatest extent feasible, contracts for work to be performed in
26 connection with HOME Funds will be awarded to business
27 concerns that are located in or owned by persons residing in the
28 program service area. Contracts funded from Section 3 covered

1 funding sources must abide by the Section 3 Clause prescribed at
2 24 CFR 135.38.

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

7 j. SUB-RECIPIENT shall carry out its activity pursuant to this
8 Agreement in compliance with all federal laws and regulations
9 described in Subpart E of Part 92 of the Code of Federal
10 Regulations, except that:

11 (1) SUB-RECIPIENT does not assume COUNTY'S
12 environmental responsibilities described at 24 CFR Part
13 92.352; and

14 (2) SUB-RECIPIENT does not assume COUNTY'S
15 responsibility for initiating the review process under the
16 provisions of 24 CFR Part 92.352.

17 k. Uniform Administrative Requirements of 24 CFR 92.505 Part 84
18 and 85 "Common Rule", OMB Circular Nos. A-87 (for government
19 entities), A-122 (for non-profit organizations), and the following
20 §§85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, 85.36,
21 85.44, 85.51 and 85.52 (for government entities), and the following
22 §§84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through
23 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48,
24 84.51, 84.60 through 84.62, 84.72, and 84.73 (for non-profit
25 organizations).

26 14. INCOME TARGETING and PAYMENT REQUIREMENTS. SUB-
27 RECIPIENT will provide funds to eligible participants of the TBRA Program for very low-
28 income households whose incomes do not exceed fifty percent (50%) median family

1 income for Riverside COUNTY, adjusted by family size, at the time of occupancy. The
2 maximum amount, based on HUD TBRA Program guidelines, which SUB-RECIPIENT
3 may pay to assist any given household, is the difference between thirty percent (30%) of
4 the households' adjusted monthly income and the HUD defined Low Home Rent Limit
5 based on number of bedrooms per unit.

6 15. FEDERAL REQUIREMENTS. SUB-RECIPIENT shall comply with
7 the provisions of the Act and any amendments thereto and the federal regulations and
8 guidelines now or hereafter enacted pursuant to the Act.

9 16. REPAYMENT INCOME. COUNTY must record the receipt and
10 expenditure of HOME repayment income in accordance with the standards specified in
11 24 CFR 92.503.

12 17. NONDISCRIMINATION. SUB-RECIPIENT shall abide by §570.601
13 and §570.912 of Title 24 of the Federal Code of Regulations, which require that no
14 person in the United States shall, on the grounds of race, color, religion, national origin,
15 or sex, be excluded from participation in, be denied the benefits of, or be subjected to
16 discrimination under any program or activity funded in whole or in part with Community
17 Development funds.

18 18. PROHIBITION AGAINST CONFLICTS OF INTEREST

19 a. SUB-RECIPIENT and its assigns, employees, agents,
20 consultants, officers and elected and appointed officials shall
21 become familiar with and shall comply with the conflict of
22 interest provisions in OMB Circular A-110, 24 CFR 85.36, 24
23 CFR 84.42, 24 CFR 92.356 and Policy Manual #A-11,
24 attached hereto as **Exhibit F** and by this reference
25 incorporated herein.

26 b. SUB-RECIPIENT understands and agrees that no waiver or
27 exception can be granted to the prohibition against conflict of
28 interest except upon written approval of HUD pursuant to 24

1 CFR 92.356(d). Any request by SUB-RECIPIENT for an
2 exception shall first be reviewed by COUNTY to determine
3 whether such request is appropriate for submission to HUD.
4 In determining whether such request is appropriate for
5 submission to HUD, COUNTY will consider the factors listed
6 in 24 CFR 92.356(e).

7 c. Prior to any funding under this Agreement, SUB-RECIPIENT
8 shall provide COUNTY with a list of all employees, agents,
9 consultants, officers and elected and appointed officials who
10 are in a position to participate in a decision-making process,
11 exercise any functions or responsibilities, or gain inside
12 information with respect to the HOME activities funded under
13 this Agreement. SUB-RECIPIENT shall also promptly
14 disclose to COUNTY any potential conflict, including even
15 the appearance of conflict that may arise with respect to the
16 HOME activities funded under this Agreement.

17 d. Any violation of this section shall be deemed a material
18 breach of this Agreement shall be immediately terminated by
19 COUNTY.

20 19. RELIGIOUS ACTIVITIES. Under federal regulations, 24 CFR
21 92.257 HOME funds may not be provided to primarily religious organizations, such as
22 churches, for any activity including secular activities. In addition, HOME funds may not
23 be used to rehabilitate or construct housing owned by primarily religious organizations
24 or to assist primarily religious organizations in acquiring housing. However, HOME
25 funds may be used by a secular entity to acquire housing from a primarily religious
26 organization, and a primarily religious entity may transfer title to property to a wholly
27 secular entity and the entity may participate in the HOME program in accordance with
28 the requirements set forth at 24 CFR 92.257. The entity may be an existing or newly

1 established entity, which may be an entity established by the religious organization.
2 The Security Deposit Assistance Program must be used exclusively by SUB-
3 RECIPIENT for secular purposes, available to all persons regardless of religion. In
4 particular, there must be no religious or membership criteria for tenants of the property.

5 20. PROGRAM MONITORING AND EVALUATION. SUB-RECIPIENT
6 shall maintain financial, programmatic, statistical and other supporting records of its
7 operations and financial activities in accordance with the requirements of the HOME
8 Program under 24 CFR 92.508. Except as otherwise provided for in this Agreement,
9 SUB-RECIPIENT shall maintain and submit records to COUNTY within ten business
10 days of COUNTY's request which clearly documents SUB-RECIPIENT's performance
11 under each requirement of the HOME Documents. A list of document submissions and
12 timeline are shown in **Exhibit A** and such list may be amended from time to time
13 subject to HUD and COUNTY reporting requirements.

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

- 16 a. Monetary Default. (1) SUB-RECIPIENT's use of HOME
17 funds for uses inconsistent with terms and restrictions set
18 forth in this Agreement;
- 19 b. Non-Monetary Default - Operation. (1) Discrimination by
20 SUB-RECIPIENT on the basis of characteristics prohibited
21 by this Agreement or applicable law; (2) any material
22 adverse change in the condition of SUB-RECIPIENT that
23 gives COUNTY reasonable cause to believe that the TBRA
24 Program cannot be operated according to the terms of this
25 Agreement;
- 26 c. Bankruptcy, Dissolution and Insolvency. SUB-RECIPIENT's
27 (1) filing for bankruptcy, dissolution, or reorganization, or
28 failure to obtain a full dismissal of any such involuntary filing

1 brought by another party before the earlier of final relief or
2 sixty (60) days after such filing; (2) making a general
3 assignment for the benefit of creditors; (3) applying for the
4 appointment of a receiver, trustee, custodian, or liquidator, or
5 failure to obtain a full dismissal of any such involuntary
6 application brought by another party before the earlier of
7 final relief or sixty (60) days after such filing; (4) insolvency;
8 or (5) failure, inability or admission in writing of its inability to
9 pay its debts as they become due.

10 22. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For
11 monetary and non-monetary events of default, COUNTY shall give written notice to
12 SUB-RECIPIENT, of any Event of Default by specifying: (a) the nature of the event of
13 default or the deficiency giving rise to the default, (b) the action required to cure the
14 deficiency, if an action to cure is possible, and (c) a date, which shall not be less than
15 ninety (90) calendar days from the mailing of the notice, by which such action to cure
16 must be taken. COUNTY agrees that SUB-RECIPIENT and any beneficiary permitted
17 by this Agreement (collectively, the "Interested Parties") shall have the right to cure any
18 and all defaults under this Agreement.

19 23. COUNTY REMEDIES. Upon the happening of an Event of Default
20 and a failure by SUB-RECIPIENT or other Interested Party to cure said default within
21 the time specified in the notice of default (if an action to cure is specified in said notice),
22 COUNTY's obligation to disburse HOME funds shall terminate, and COUNTY may also
23 in addition to other rights and remedies permitted by this Agreement or applicable law,
24 proceed with any or all of the following remedies in any order or combination COUNTY
25 may choose in its sole discretion:

- 26 a. Terminate this Agreement.
27 b. Bring an action in equitable relief (1) seeking the specific
28 performance by SUB-RECIPIENT of the terms and

1 conditions of this Agreement, and/or (2) enjoining, abating,
2 or preventing any violation of said terms and conditions,
3 and/or (3) seeking declaratory relief.

4 c. Pursue any other remedy allowed at law or in equity.

5 24. SUB-RECIPIENT'S REMEDIES. Upon the fault or failure of
6 COUNTY to meet any of its obligations under this Agreement, SUB-RECIPIENT may:

7 a. Demand payment from COUNTY of any sums due SUB-
8 RECIPIENT; and/or

9 b. Bring an action in equitable relief seeking the specific
10 performance by COUNTY of the terms and conditions of this
11 Agreement; and/or

12 c. Pursue any other remedy allowed at law or in equity.

13 25. SUB-RECIPIENT'S WARRANTIES. SUB-RECIPIENT represents
14 and warrants (1) that it is duly organized, validly existing and in good standing under the
15 laws of the State of California, (2) that it has the full power and authority to undertake
16 the TBRA Program and to execute this Agreement, (3) that the persons executing and
17 delivering this Agreement are authorized to execute and deliver such documents on
18 behalf of SUB-RECIPIENT and (4) that neither SUB-RECIPIENT nor any of its
19 principals is presently debarred, suspended, proposed for debarment, declared
20 ineligible, or voluntarily excluded from participation in connection with the transaction
21 contemplated by this Agreement.

22 26. SUB-RECIPIENT certifies, to the best of its knowledge and belief,
23 that:

24 a. No federally appropriated funds have been paid or will be
25 paid, by or on behalf of the undersigned, to any person for
26 influencing or attempting to influence an officer or employee
27 of any agency, a member of Congress, an officer or
28 employee of Congress, or an employee of a member of

1 Congress in connection with the awarding of any federal
2 contract, the making of any federal grant, the making of any
3 federal loan, the entering into of any cooperative agreement,
4 and the extension, continuation, review, amendment, or
5 modification of any federal contract, grant, loan, or
6 cooperative agreement.

7 b. If any funds other than federally appropriated funds have
8 been paid or will be paid to any person for influencing or
9 attempting to influence an officer or employee of any
10 agency, a member of Congress, an officer or employee of
11 Congress, or an employee of a member of Congress in
12 connection with this federal contract, grant, loan, or
13 cooperative agreement, the undersigned shall complete and
14 submit Standard Form-LLL, "Disclosure Form to Report
15 Lobbying," in accordance with its instructions.

16 c. The undersigned shall require that the language of this
17 certification be included in the award documents for all sub-
18 awards at all tiers (including subcontracts, sub-grants, and
19 contracts under grants, loans, and cooperative agreements)
20 and that SUB-RECIPIENT shall certify and disclose
21 accordingly. This certification is a material representation of
22 fact upon which reliance was placed when this transaction
23 was made or entered into.

24 27. HOLD HARMLESS AND INDEMNIFICATION. SUB-RECIPIENT
25 shall indemnify and hold harmless the COUNTY, and their respective directors, officers,
26 elected and appointed officials, employees, agents and representatives (individually and
27 collectively hereinafter referred to as Indemnitees) from (1) any liability whatsoever,
28 based or asserted upon SUB-RECIPIENT's acts, errors, or omissions, and for any costs

1 or expenses incurred by COUNTY on account of any claim therefore, except where
2 such indemnifications is prohibited by law, and (2) any acts of SUB-RECIPIENT its
3 directors, officers, employees, subcontractors, agents or representatives arising out of
4 or in any way relating to this Agreement, including but not limited to property damage,
5 bodily injury, or death or any other element of any kind or nature whatsoever arising
6 from the performance of indemnifying SUB-RECIPIENT, its directors, officers,
7 employees, subcontractors, agents or representatives. SUB-RECIPIENT shall defend,
8 at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
9 investigation, defense and settlements or awards, the Indemnitees in any claim or
10 action based upon such alleged acts or omissions. Each Party shall promptly notify the
11 other Party in writing of the occurrence of any such claims, actions, losses, damages
12 and/or liability.

13 With respect to any action or claim subject to indemnification herein by the
14 SUB-RECIPIENT, the SUB-RECIPIENT shall, at its sole cost, have the right to use
15 counsel of their own choice and shall have the right to adjust, settle, or compromise
16 any such action or claim without the prior consent of COUNTY; provided, however, that
17 any such adjustment, settlement or compromise in no manner whatsoever limits or
18 circumscribes the SUB-RECIPIENT's indemnification to the Indemnitees as set forth
19 herein. The SUB-RECIPIENT's obligation hereunder shall be satisfied when the SUB-
20 RECIPIENT has provided to COUNTY the appropriate form of dismissal relieving
21 COUNTY from any liability for the action or claim involved.

22 COUNTY shall indemnify and hold harmless the SUB-RECIPIENT and
23 their respective directors, officers, Board of Supervisors, elected and appointed
24 officials, employees, agents and representatives (individually and collectively
25 hereinafter referred to as Indemnitees) from (1) any liability whatsoever, based or
26 asserted upon an indemnifying COUNTY's acts errors, or omissions, and for any costs
27 or expenses incurred by COUNTY and/or the SUB-RECIPIENT on account of any
28 claim therefore, except where such indemnifications is prohibited by law, and (2) any

1 acts of such indemnifying COUNTY, its officers, employees, subcontractors, agents or
2 representatives arising out of or in any way relating to this Agreement, including but not
3 limited to property damage, bodily injury, or death or any other element of any kind or
4 nature whatsoever arising from the performance of indemnifying COUNTY, its officers,
5 employees, subcontractors, agents or representatives. COUNTY shall defend, at its
6 sole expense, all costs and fees including, but not limited, to attorney fees, cost of
7 investigation, defense and settlements or awards, the Indemnitees in any claim or
8 action based upon such alleged acts or omissions. Each Party shall promptly notify the
9 other Party in writing of the occurrence of any such claims, actions, losses, damages
10 and/or liability.

11 With respect to any action or claim subject to indemnification herein by the
12 COUNTY shall, at its sole cost, have the right to use counsel of its own choice and
13 shall have the right to adjust, settle, or compromise any such action or claim without
14 the prior consent of the SUB-RECIPIENT or other COUNTY; provided, however, that
15 any such adjustment, settlement or compromise in no manner whatsoever limits or
16 circumscribes SUB-RECIPIENT's indemnification to the Indemnitees as set forth
17 herein. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided
18 to the SUB-RECIPIENT the appropriate form of dismissal relieving the SUB-
19 RECIPIENT from any liability for the action or claim involved.

20 28. TERMINATION.

- 21 a. SUB-RECIPIENT. SUB-RECIPIENT may terminate this
22 Agreement consistent with the Act, the regulations
23 consistent implementing the Act, and 24 CFR 85.44.
- 24 b. COUNTY. Notwithstanding the provisions of Section 31(a),
25 COUNTY may suspend or terminate this Agreement upon
26 written notice to SUB-RECIPIENT of the action being taken
27 and the reason for such action:
28

- 1 (1) In the event SUB-RECIPIENT fails to perform the
2 covenants herein contained at such times and in such
3 manner as provided in this Agreement after the
4 applicable notice and cure provision hereof; or
5 (2) In the event there is a conflict with any federal, state
6 or local law, ordinance, regulation or rule rendering
7 any of the provisions of this Agreement invalid or
8 untenable; or
9 (3) In the event the funding from the Department of
10 Housing and Urban Development referred to in
11 Section 1 above is terminated or otherwise becomes
12 unavailable.

13 c. This Agreement may be terminated or funding suspended in
14 whole or in part for cause in accordance with 24 CFR 85.43.
15 Cause shall be based on the failure of SUB-RECIPIENT to
16 materially comply with either the terms or conditions of this
17 Agreement after the applicable notice and cure provision
18 hereof. Upon suspension of funding, SUB-RECIPIENT
19 agrees not to incur any costs related thereto, or connected
20 with, any area of conflict from which COUNTY has
21 determined that suspension of funds is necessary. The
22 award may be terminated for convenience in accordance
23 with 24 CFR 85.44.

24 d. Upon expiration of this Agreement, SUB-RECIPIENT shall
25 transfer to COUNTY any HOME funds on hand at the time of
26 expiration of the Agreement as well as any accounts
27 receivable held by SUB-RECIPIENT which are attributable to
28

1 the use of HOME funds awarded pursuant to this
2 Agreement.

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

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

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

14 32. MODIFICATION OF AGREEMENT. COUNTY or SUB-RECIPIENT
15 may consider it in its best interest to change, modify or extend a term or condition of this
16 Agreement. Any such change, extension or modification, which is mutually agreed
17 upon by COUNTY and SUB-RECIPIENT shall be incorporated in written amendments
18 to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or
19 release COUNTY or SUB-RECIPIENT from any obligations under this Agreement,
20 except for those parts thereby amended. No amendment to this Agreement shall be
21 effective and binding upon the parties, unless it expressly makes reference to this
22 Agreement, is in writing and is signed and acknowledged by duly authorized
23 representatives of all parties.

24 33. Intentionally Blank

25 34. NOTICES. All notices, requests, demands and other
26 communication required or desired to be served by either party upon the other shall be
27 addressed to the respective parties as set forth below or the such other addresses as
28 from time to time shall be designated by the respective parties and shall be sufficient if

1 sent by United States first class, certified mail, postage prepaid, or express delivery
2 service with a receipt showing the date of delivery:

| | | |
|---|---------------------------------|--------------------------|
| 3 | <u>COUNTY</u> | <u>SUB-RECIPIENT</u> |
| 4 | County of Riverside | Housing Authority of the |
| 5 | Economic Development Agency | County of Riverside |
| 6 | 5555 Arlington Avenue | 5555 Arlington Avenue |
| 7 | Riverside, CA 92504 | Riverside, CA 92504 |
| 8 | Att: Deputy Director of Housing | Att: Assistant Director |

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

12 36. EFFECTIVE DATE. The effective date of this Agreement is the
13 date the parties execute this Agreement. If the parties execute this Agreement on more
14 than one date, then the last date this Agreement is executed by a party shall be the
15 effective date.

16 //
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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, COUNTY and SUB-RECIPIENT have executed this Agreement as of the date first above written.

COUNTY:
COUNTY OF RIVERSIDE,
a political subdivision of the
state of California

SUB-RECIPIENT:
HOUSING AUTHORITY OF THE
COUNTY OF RIVERSIDE, a public
entity, corporate and politic

By: _____
JEFF STONE, Chairman
Board of Supervisors

By: _____
JEFF STONE, Chairman
Board of Commissioners

Date: _____

Date: _____

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

By: _____
Deputy

APPROVED AS TO FORM:
PAMELA J. WALLS
COUNTY Counsel

APPROVED AS TO FORM:
PAMELA J. WALLS
COUNTY Counsel

By: Jhaila R. Brown
Jhaila Brown, Deputy County Counsel

By: Jhaila R. Brown
Jhaila Brown, Deputy County Counsel

EXHIBIT A

SUB-RECIPIENT: Housing Authority of the COUNTY of Riverside
Address: 5555 Arlington Avenue, Riverside, CA 92504
Program: Tenant Based Rental Assistance Program (TBRA)
Location: Eligible areas include the unincorporated areas of the COUNTY and the following Cooperating Cities: Banning, Beaumont, Blythe, Coachella, Canyon Lake, Desert Hot Springs, Indian Wells, Lake Elsinore, La Quinta, Murrieta, Norco, San Jacinto, Wildomar, and including the city of Jurupa Valley.

Description:

The Housing Authority of the COUNTY of Riverside (SUB-RECIPIENT) intends to use \$445,995 in HOME funds to fund the Tenant Based Rental Assistance (TBRA Program) program, intended to provide housing to homeless residents living in encampments. The objectives of the TBRA Program are to: rapidly re-house homeless encampment residents; provide one year of rental assistance; provide targeted supportive services to support recovery and self-sufficiency; promote housing stability; and reduce the number of homeless encampments in Riverside COUNTY and the re-population of abated encampments.

The grant will be made to SUB-RECIPIENT on a "cost-as-incurred" basis for all eligible approved costs under this Agreement. It is anticipated that the TBRA Program will benefit approximately 45 households at an average cost of \$9,911 per household. The Housing Authority will provide in-kind leveraging in the form of staff support, program supplies, and transportation costs. Other funding sources in the approximate amount of \$75,000 may include grant funding from the Substance Abuse and Mental Health Services Administration (SAMHSA), United Way, Southern California Edison, Emergency Shelter Grants, and Emergency Food and Shelter Funds. In the event HACR is successful in obtaining such grants, the average benefit to each of the targeted 45 households will increase by \$1,667 to \$11,578. The Housing Authority will continue to seek additional grant funding to be able to expand the TBRA Program.

The TBRA Program is designed to provide: utility and security deposit assistance; a twelve month rental subsidy; housing case management; and intensive supportive services provided by local social service providers.

The TBRA Program will have the following eligibility requirements:

1. Currently living in an identified homeless encampment located within unincorporated areas of the COUNTY of Riverside or within cities that participate in the COUNTY's CDBG program;
2. Household income cannot exceed 50% median income as defined by HUD;
3. Adult household members must agree to case management and all other program provisions;
4. Rental units can be located anywhere within the COUNTY of Riverside as long as the unit meets HOME TBRA guidelines; and
5. No significant criminal background issues that pose a threat to the community (Megan's Law registrants will be denied admission).

HOME Eligible Costs:

Eligible costs to be paid from HOME funds are limited to the following:

- a. Utility and Security Deposit Assistance;
- b. Rental assistance; and
- c. Staff costs related to inspections and determining eligibility, not to exceed 10% of the total HOME grant amount (\$44,599)

*TBRA Program assistance may not be provided for overnight or temporary shelter.

Rent and Security Deposit Payment:

The amount of rental assistance paid on behalf of an eligible household is limited to the difference between the established rent for the unit and thirty percent (30%) of the eligible household's gross monthly income. A minimum tenant payment of 10 percent of the tenant's monthly "annual (gross) income" is required. Project participation by households is limited to one (1) year contracts.

The TBRA Program project budget must reflect the expenditures of refundable security deposit assistance. If the refundable security deposit has not already been paid by the tenant, then SUB-RECIPIENT must be consistent and offer security deposit assistance to all TBRA tenants. The SUB-RECIPIENT shall ensure that any security or utility deposit amount provided under the TBRA Program must be refundable by the landlord to the SUB-RECIPIENT not to the tenant. The SUB-RECIPIENT may then elect to remit the recovered deposits to the tenant or use the funds to provide additional rental assistance in accordance with the SUB-RECIPIENT's established operating procedures. 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.

Matching funds:

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 \$111,499 will be satisfied by the excess match carried over from Fiscal Year 2013-2014.

Tenant Based Rental Assistance Program Funding:

Sources:

| | | |
|--|-----------|----------------|
| Department of Public Social Services – Outreach Contract | \$ | 55,000 |
| United Way Funding | \$ | 10,000 |
| Emergency Food and Shelter Program | \$ | 10,000 |
| COUNTY HOME Grant | \$ | <u>445,995</u> |
| Total Sources | \$ | 520,995 |

EXHIBIT "B"

Tenant Based Rental Assistance Program Application

(Behind this Page)

GENERAL APPLICATION RAPID-REHOUSING AND HOMELESS PREVENTION SERVICES

HEAD OF HOUSEHOLD

| | | |
|-----------------------------------|---|----------------------------------|
| Last Name | First Name | Home Phone Number () |
| Where do you live? Street Address | Apt Number | Cell Phone Number () |
| City | Zip Code | Work/Message Phone Number () |
| Email address | If you use any other address, or receive mail at any other address, list below: Why do you use this address? | |

HOW DID YOU HEAR ABOUT ESG/REFERRAL INFORMATION – Check the appropriate box.

| | | |
|---|--|--|
| <input type="checkbox"/> 211/Volunteer Center | <input type="checkbox"/> Inland Legal | <input type="checkbox"/> Social Worker Name of Agency: |
| <input type="checkbox"/> Friend/Family | <input type="checkbox"/> Community Agency Name of Agency: | <input type="checkbox"/> Community Advocate Name of Advocate: |
| <input type="checkbox"/> Landlord | <input type="checkbox"/> City Representative Name of City: | <input type="checkbox"/> Homeless Shelter/Transitional Housing Program Name of Shelter: |
| <input type="checkbox"/> Fair Housing Council | <input type="checkbox"/> County Agency/Department Name of Agency: | <input type="checkbox"/> Other (Please describe): |

SECTION I – CERTIFICATION OF THE HOUSEHOLD (All persons 18 years of age or older)

I/We hereby certify under penalty of perjury under the laws of the State of California that all the information contained in this document is true and correct.

I/We hereby certify under penalty of perjury under the laws of the State of California that no member of my household including minor children is related to the landlord/owner of the rental property by blood or marriage.

WARNING: Title 18, Section 1001 of the United States Code states that a person is **GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS** to any department or agency of the United States. **MAKING FALSE STATEMENTS IS ALSO A FELONY UNDER CALIFORNIA STATE LAW** (Penal Code Sections: 115, 118, 487, 532) and may result in criminal charges including perjury, grand theft, filing false documents with a public office, and obtaining money under false pretenses.

Signature of Head of Household Date Signature of Spouse Date

Signature of Other Adult in the Household Date Signature of Other Adult in the Household Date

Signature of Other Adult in the Household Date Signature of Other Adult in the Household Date

NOTE: If you have anyone outside your household helping you to complete this form, please provide their name, phone number, and their relation to your household

Name (please print) Relationship to Household Phone number

INSTRUCTIONS: The information requested is required to determine eligibility for financial assistance. All pages, sections and questions must be completed. DO NOT leave any questions blank. If a question does not apply write "NO". If you do not understand a question, you may ask for an explanation or have someone else explain it to you. All members of the household who are 18 years of age or older must sign and date this form, certifying that the information is true, correct and complete. Attach separate pages if needed to complete any section of this document.

SECTION II - HOUSEHOLD COMPOSITION

| A. HOUSEHOLD MEMBERS – LIST ALL PERSONS RESIDING IN YOUR HOUSEHOLD | | | | | |
|---|------------|----------------------|--------------------------|-----------------------------|--|
| Full Name As appears on Social Security Card | Age | Date of Birth | Social Security # | Disabled (yes or no) | Relationship to Head of Household |
| 1) | | | | | SELF |
| 2) | | | | | |
| 3) | | | | | |
| 4) | | | | | |
| 5) | | | | | |
| 6) | | | | | |
| 7) | | | | | |
| 8) | | | | | |

| A. VETERAN STATUS | |
|---|--|
| Is any household member a veteran or currently serving in the armed forces? (Yes/No) | |
| If yes, please provide name of household member: | |
| Branch of Service (Army, Marines, Navy, Air Force) | |
| Dates of Service | |
| Discharge Status | |

| C. DISABLED ADULTS | Yes/No |
|--|---------------|
| Does any adult household member have a disabling condition? | |
| If yes, please provide name(s) of household member: | |

| D. REASONABLE ACCOMMODATION(S) If any household member requires special accommodation in order to apply for or receive ESG financial assistance, list the household member and requested accommodation. | |
|--|--------------------------------|
| Household member Name | Accommodation requested |
| | |
| | |

E. STUDENT STATUS List all household members who are attending college full or part-time **** OFFICIAL SCHOOL REGISTRATION WILL BE REQUIRED FOR ALL FULL TIME COLLEGE STUDENTS****

| Student Name | Part time or Full time | School Name and Address | If you receive Financial Aid, list the amount & provide an award letter for the current school year |
|--------------|------------------------|-------------------------|---|
| 1) | | | |
| 2) | | | |
| 3) | | | |

F. EDUCATION LEVEL OF ADULT HOUSEHOLD MEMBERS Please list the highest education level attained for each adult household member (i.e. High School Diploma, GED, some college, AA degree, Bachelors Degree., etc.)

| Household member Name | Education Level |
|-----------------------|-----------------|
| | |
| | |
| | |
| | |

SECTION III - INCOME

Please answer each question below. If you answered "YES" please fill out information below for the household member(s) who receives this income(s).

A. EMPLOYMENT (Attach three consecutive months' worth of recent paycheck stubs) YES/NO

Do you or any household member(s) receive **Full/Part-time job earnings or Severance Pay?**

Do you or any household member(s) receive **Cash, Tips, Commissions or Bonuses?**

Do you or any household member(s) receive **Military or Reserve pay?**

Are you or any household member(s) **Self-Employed or Own their own business?**

| Name of Household Member | Monthly Gross Pay | Employer Name, address, phone & fax# | Start Date |
|--------------------------|-------------------|--------------------------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |

B. SSI / PENSION /OTHER BENEFITS (Attach award letter dated within 30 days of application) YES/NO

Do you or any household member(s) receive **Social Security/SSI Benefits?**

Do you or any household member(s) receive **Veteran's, Pension, or Retirement benefits or Annuity?**

Do you or any household member(s) receive **Unemployment, Worker's Compensation or Disability benefits?**

| Name of Household Member | Monthly/weekly amount | Name & address of Agency/Office |
|--------------------------|-----------------------|---------------------------------|
| | | |
| | | |
| | | |

| | | | |
|--|-----------------------|------------------------|---------------|
| C. PUBLIC ASSISTANCE BENEFITS (Attach Notice of Action dated within 30 days of application) | | | YES/NO |
| Do you or any household member(s) receive CALWORKS, Cash Aid, Gen Relief, CAPI or Food Stamps? | | | |
| Do you or any household member(s) receive Adoption, KINGAP or Foster Care payments? | | | |
| Do you or any household member(s) receive In-Home Supportive Services to care for another person? | | | |
| Name of Household Member | Monthly Amount | Type of Benefit | |
| | | | |
| | | | |
| | | | |

| | | | | |
|--|--|-----------------------|--|---------------|
| D. CHILD SUPPORT OR ALIMONY BENEFIT(S) (Attach court order and 12 month verification of payment) | | | | YES/NO |
| Do you or any household member(s) receive Child Support/Disregard directly from Child Support Services? | | | | |
| Do you or any household member(s) receive Child Support /Alimony directly from Absent Parent/Spouse? | | | | |
| Does the Absent Parent purchase items for child(ren) such as clothing, food, formula, diapers, etc? | | | | |
| Name of Child | Absent Parent/Spouse name and Address | Monthly Amount | Cash Value of Purchases, clothing, food, formula, etc | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | |
|---|--|---------------|
| E. CONTRIBUTIONS (Attach letter from friend/family member who assists with expenses) | | YES/NO |
| Does anyone outside your household give you money or pay bills(s) (i.e. auto loan, utilities) for you? | | |
| Does anyone outside your household buy you supplies such as groceries, etc? | | |
| Did an Organization help you pay a bill or expense (for example: rent, phone bill or utilities)? | | |
| If you answered YES please explain: | | |

| | | | |
|---|---------------|-------------|-----------------------|
| F. OTHER INCOME (Attach verification of other income dated within 30 days of application) | | | YES/NO |
| Did you or any member of your household receive a lump sum of money from any source (for example: lottery, casino winnings, workers compensation, Social Security, or inheritance) within the last 12 months? | | | |
| Do you or any member of your household receive any type of income, monetary or financial support from any sources other than the ones we have asked about? | | | |
| Name of Household member | Amount | Date | Type of Income |
| | | | |

| | | |
|--|---------------------------|---------------|
| G. ANTICIPATED CHANGES-You are still required to report all changes in writing within 10 days of occurrence and provide verification (approval of the anticipated change) | | YES/NO |
| Do you or any household member(s) have an application pending for SSA/SSI, Welfare or food stamps? | | |
| Are you or any household member(s) actively seeking work, or have a job assignment pending? | | |
| Do you or any household member(s) anticipate any other change in income in the next 12 months (i.e. start or stopping of disability benefits, pending child support or alimony, etc) | | |
| Name of Household Member | Anticipated change | |
| | | |
| | | |

SECTION IV – ASSETS

Please answer each question below. If you answer "YES" please fill out information below for the household member(s) with that asset(s).

| | | | |
|---|--------------------------|------------------------|-----------------------|
| A. ACCOUNT INFORMATION (Attach 90 days' worth of bank statements, all pages, for all accounts) | | | YES/NO |
| Do you or any household member(s) have a Savings or Checking Account ? | | | |
| Do you or any household member(s) have Stocks, Bonds or Certificate of Deposit (CD) ? | | | |
| Do you or any household member(s) have a Money Market Fund/Trust Fund/Mutual Funds ? | | | |
| Do you or any household member(s) have a Retirement, 401K, IRA or Keogh Account ? | | | |
| Are you or any household member listed on another person's account that does not live with you? | | | |
| Is anyone not living in your household listed on your account? | | | |
| Name of Household member | Company/Bank Name | Type of Account | Account Number |
| | | | |
| | | | |
| | | | |
| B. LIFE INSURANCE | | | YES/NO |
| Do you or any household member(s) have an accident, life insurance, burial, or burial plot policy(s)? | | | |
| Name of Household member | Company | Type of Policy | |
| | | | |
| | | | |
| C. PROPERTY | | | YES/NO |
| Does anyone in your household own or have an interest (including as a co-signer) in commercial or residential real estate or mobile home in any state or country? | | | |
| Has anyone in your household sold any real estate in the last 2 years? | | | |
| Do you or anyone in your household receive income from rental property? | | | |
| Name of Household member | Type of Asset | Value | |
| | | | |
| | | | |
| | | | |

| D. VEHICLES OWNED OR BEING USED BY YOUR HOUSEHOLD | | | | YES/NO |
|--|---------------------------|------|----------------------|-----------------|
| Do you or any household member own/have a vehicle(s) registered in your/their name? | | | | |
| Do you or any household member(s) have use of any vehicle(s) that is registered to <i>another person?</i> | | | | |
| Are you or any household member a co-signer for a vehicle loan for a non-household member? | | | | |
| Name of Registered Owner | Make and Model of Vehicle | Year | License Plate Number | Monthly Payment |
| | | | | |
| | | | | |

SECTION VI – EXPENSES

Please answer each question below. If you answer "YES" please fill out information below for the household member(s) with that expense(s).

| A. CHILD CARE EXPENSES (Attach verification of current payment) | | | | YES/NO |
|---|----------------|----------------------------------|----------------------------------|--------|
| Do you pay childcare for a child 12 and under in order to be able to go to work or to school? | | | | |
| Do you pay for a care attendant or equipment for a household member with a disability for you to go to work? | | | | |
| If yes , is there any portion of the childcare expense paid for by an agency or by another person outside of your household? | | | | |
| Name of child or disabled member | Monthly amount | Child care provider name/address | Name/address of Agency assisting | |
| | | | | |
| | | | | |
| | | | | |

| B. MEDICAL EXPENSES | YES/NO |
|---|--------|
| Elderly/Disabled families only (Head of Household or Spouse must be at least 62 years old or disabled); Does any household member(s) anticipate having out of pocket medical expenses in the next 12 months? If yes, please provide a prescription printout from your pharmacy, and/or receipts for other medical expenses. | |
| If yes, how much do you spend monthly? | |

| C. HOUSEHOLD EXPENSES - List the MONTHLY average amount ALL household members pay for each of the following. If the expense does not apply to you write NO or NONE. Do not leave any spaces blank | | | | | |
|---|----|-----------------------|----|--|----|
| Rent | \$ | Car Payment | \$ | Loan Payment | \$ |
| Gas | \$ | Gasoline for Car | \$ | Credit Cards | \$ |
| Electricity | \$ | Car Insurance | \$ | Life Insurances | \$ |
| Water | \$ | Car Maintenance | \$ | Medical Bills | \$ |
| Trash & Sewer | \$ | Public Transportation | \$ | Medical Insurance | \$ |
| Cable/ Satellite | \$ | Childcare | \$ | Groceries/Food (DO NOT INCLUDE CALFRESH Benefit) | \$ |
| Telephone | \$ | Cell Phone | \$ | Storage | \$ |
| Health Insurance paid by you | \$ | Laundry/Laundromat | \$ | Internet | \$ |
| Medical Co-pays or Prescriptions | \$ | Lunch money | \$ | Household & Personal Care products | \$ |
| TOTAL MONTHLY EXPENSES | | | | | \$ |

D. HOUSING EMERGENCY – Complete the below questions. Do not leave any area blank.

Within the last 12 months, have you had any loss of household income ____ Yes ____ No
 If yes, did it decrease by (check one) ____ less than \$500/mo. ____ more than \$500 per month
 Please describe below, what your loss of income was and why you are not able to pay your rent:

SECTION VII – HOUSING STATUS

Please answer the questions below regarding your **current** housing status. Your current housing status is based on where you and your family slept **last night**. Homeless Prevention assistance is only available to households who would be homeless **but for** ESG assistance.

| A. HOMELESS STATUS - Documentation on agency letterhead is required to confirm homeless status. | YES/NO |
|---|--------|
| <p>Criteria 1A: Are you currently literally homeless and sleeping on the streets, in other places not meant for human habitation, or in a vehicle? ?</p> <ul style="list-style-type: none"> ➤ If yes, how long have you been homeless? ➤ How many times have you been homeless in the last 12 months? ➤ How many times have you been homeless in the last 3 years? ➤ Are you a homeless person with a disability? ➤ If yes, please describe where you are staying including the city, street names, etc.: ➤ Are you working with a homeless outreach team? If yes, please provide outreach workers name, name of outreach program, and contact number: ➤ Are you staying in a motel or hotel paid by a charitable organization or government program for homeless individuals? If yes, provide the name of the agency: ➤ Do you receive food baskets, hot meals, clothing, hygiene kits, etc. from any community organization? If yes, please list what you receive, the name of the organization, and the last time you received services. This information will be used to support your homeless status. | |
| <p>Criteria 1B: Are you currently residing in an emergency shelter or transitional housing program for homeless individuals/families within Riverside County? ➤ If yes, please list name and address of shelter and contact information:</p> | |
| <p>Criteria 1C: Are you exiting or have you exited in the last 10 days an institution such as a hospital, jail, prison, substance abuse treatment program (in-patient), or mental health facility <i>which you resided in for less than 90 days (3 months)</i>? You must attach verification of recent discharge.</p> <ul style="list-style-type: none"> ➤ If yes, please list the name of the facility, address, and discharge date: ➤ Were you homeless prior to entering the facility? ➤ If yes, please describe where you stayed when you were homeless (i.e. the name of the emergency shelter, transitional housing program, or a description of the place including city where you slept if you stayed on the streets or in a vehicle): | |

| | |
|---|--|
| Criteria 2: Are you going to lose your housing in under 14 days and have no other place to go <u>and</u> lack the financial resources <u>or</u> family support system in place needed to obtain permanent housing? | |
| Criteria 3: Are you an Unaccompanied Youth under 25 <u>OR</u> a family with children/youth who meet the homeless definition under another federal statute <u>AND</u> have not had a lease, ownership interest or other occupancy agreement in permanent housing at any time during the last 60 days <u>AND</u> experienced two or more moves within the last 60 days <u>AND</u> will continue to have housing instability due to a chronic disability? | |
| Criteria 4: Are you a domestic violence victim who recently <u>left</u> housing to <u>flee an abuser</u> ? <ul style="list-style-type: none"> ➤ If yes, please list your last address and date you left: ➤ Do you have a police report and/or restraining order documenting the DV situation? (yes/no, if yes please attach) ➤ Are you currently receiving services from a local domestic violence agency? If yes please list agency name, case manager, and contact number: | |

| | |
|---|---------------------------------|
| B. AT RISK OF HOMELESSNESS - Documentation of current housing emergency is required. | Yes/No or Info Requested |
| Are you currently a renter? If yes, please list complete address of rental unit: | |
| Do you have lease agreement which has been signed and dated by both you and the property owner (or management company)? If yes, please attach copy of lease. | |
| List your monthly rental amount: | |
| Condition 1: Do you have a Three Day Pay or Quit Notice <u>or</u> Unlawful Detainer <u>AND</u> written notice requiring you to vacate <u>due to delinquent rent within 21 days</u> ? If yes, please attach copies of the notices or court paperwork you have received thus far. | \$ |
| Condition 2: Have you moved two or more times within the last 60 days prior to the date of your application because of economic reasons (like job loss or domestic violence)? | |
| Condition 3 & 5: Are you currently living "doubled up" with family or friends due to a recent eviction? If yes, please attach verification that you were recently evicted and letter from family/friends indicating that you must leave their residence. If you answered "yes" to this question, how many people are currently living in the household? _____ How many bedrooms (including living room) are in the unit? _____ | |
| Condition 4: Are you living in a hotel or motel <u>not</u> paid by a charitable organization or government program <u>and</u> lack the financial resources to attain permanent housing on your own? | |
| Condition 6: Are you exiting a publicly funded institution like a health-care facility, mental-health facility, foster care or other youth care facility or correction program or institution? | |

| | | | |
|---|--------------------|-----------------|--------------|
| C. RENTAL ARREARS - If you owe rental arrears to your current landlord please provide the following information. | | | |
| Month/Year | Balance Due | Late Fee | Total |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL | \$ |

| D. LANDLORD CONTACT INFORMATION | | | |
|---------------------------------|--------------|------------|---------------|
| Name | Phone Number | Fax Number | Email Address |
| | | | |

| E. BARRIERS TO HOUSING - Please check any boxes that have contributed to your homelessness or are a barrier to obtaining permanent housing. | | | | | | | |
|---|---------------------|--------------------------|--|--------------------------|-----------------------------------|--------------------------|---|
| <input type="checkbox"/> | No Income | <input type="checkbox"/> | Family Breakup | <input type="checkbox"/> | Hospitalization | <input type="checkbox"/> | Youth aging out of foster care system |
| <input type="checkbox"/> | Insufficient Income | <input type="checkbox"/> | Death of spouse or other family member | <input type="checkbox"/> | HIV/AIDS | <input type="checkbox"/> | Loss of home due to foreclosure |
| <input type="checkbox"/> | Major Credit Issues | <input type="checkbox"/> | Medical/Physical Disability | <input type="checkbox"/> | Criminal Background/Parole Status | <input type="checkbox"/> | Loss of housing due to condemnation/code enforcement action |
| <input type="checkbox"/> | Eviction(s) # _____ | <input type="checkbox"/> | Mental Health Issues | <input type="checkbox"/> | Substance Abuse | <input type="checkbox"/> | Domestic Violence Victim |

SECTION VIII – ALTERNATE HOUSING, SUPPORT NETWORKS AND FINANCIAL RESOURCES

Please answer the questions below regarding alternate housing, your support networks and financial resources.

| A. ALTERNATE HOUSING | YES/NO |
|---|--------|
| Have you identified alternate housing? | |
| If yes, do you have the financial resources to secure the identified housing? | |
| <i>Please describe your future housing plans:</i> | |
| | |

| B. SUPPORT NETWORKS | YES/NO |
|--|--------|
| Do you have family or friends that you can stay with temporarily? | |
| Do you have family or friends that you can stay with for more than six months? | |
| Do you have family or friends that can assist you financially? | |

| C. FINANCIAL RESOURCES | YES/NO |
|--|--------|
| Do you have financial resources to assist with relocation costs or delinquent rent (please include monies held in a retirement account that are accessible)? | |
| If yes, how much do you have available? | \$ |
| Are you able to obtain financial assistance through your church or other community organization? If yes, please list name of church/organization: | |
| Have you applied for rental assistance, utility assistance, or homeless assistance through another agency? If yes, please list name of agency, assistance requested, and date of application: | |
| Do you have a Section 8 voucher or receive subsidized rent through another program? If yes, list name of program, contact name and phone number: | |
| Have you ever been assisted through the Emergency Solutions Grant (ESG) program in the past? If yes, when and how much? | |

SECTION IX – ADDITIONAL INFORMATION

Please answer each question below. If you answer "YES" please fill out information below for that household member(s).

| A. HOUSEHOLD INFORMATION | YES/NO |
|---|--------|
| 1. Are you or anyone in your household subject to registration as a sex offender in any state? If yes, list name of registrant and complete address where currently registered: | |
| 2. Are you or anyone in your household currently or ever been on parole or probation? If yes, list member name, date of parole/probation and name and phone number of parole/probation agent: | |
| 3. Are you currently receiving short term, medium term, or long term housing assistance? If yes, please list program name, date of assistance, and contact information: | |
| 4. Do you live in housing owned or operated by the Housing Authority? | |
| 5. Do you live in an affordable housing unit that rents below market rate and which you are required to meet specified income requirements? | |
| 6. Are you currently living in shared housing? If yes, who else resides in the unit, and are they related to you? | |
| 7. Are you or any member of your household related to the owner of the unit you live in? If yes, please list member and relationship: | |
| 8. Are you or any member of your household related to any Housing Authority employee? If yes, please list member, Housing Authority employee and relationship: | |

SECTION X – ACKNOWLEDGEMENT OF PROGRAM POLICIES

| A. PROGRAM POLICIES - Please initial that you have received the following information. | Initials |
|--|----------|
| 1. HMIS Notification for ESG Applicants which explains the Riverside Homeless Management Information System (HMIS) which is administered by the Department of Public Social Services (DPSS), HMIS data collection policies, and your rights as an ESG applicant. | |
| 2. The ESG Grievance Policy which outlines the steps in the ESG grievance process and what actions can be taken if you should disagree with a decision made by ESG staff. You have 10 days to respond in writing if you disagree with the denial of your application, discontinuance of ESG assistance, or disagree with the amount/duration of ESG financial assistance. | |
| 3. ESG Fraud Advisory which alerts applicants to the fact that any incomplete, inaccurate, untruthful or altered documents will be construed as fraud and is grounds for immediate application denial and/or program termination. Household composition and income reported on the ESG application must be consistent with information provided to the Department of Public Social Services (DPSS) and other government agencies. ESG financial assistance obtained through fraudulent means must be repaid by the applicant. The Housing Authority will refer all suspected fraud to the Housing Authority's fraud investigator and local law enforcement agencies for investigation and prosecution. | |

SECTION XI – AUTHORIZATION FOR RELEASE OF INFORMATION

CONSENT

I/We authorize and direct any Federal/State or local agency, organization, business, or individual to release to ECONOMIC DEVELOPMENT AGENCY (EDA) any information or materials needed to complete and verify my application for participation, and/or to maintain my continued assistance under the Section 8, Rental Rehabilitation, Affordable Public and Indian Housing, and/or other housing assistance programs. I understand and agree that this authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies. I/We also consent for HUD or EDA to release information from my file about my rental history to HUD credit bureaus, collection agencies, or future landlords. This includes records on my payment history and my violations of my lease or HUD/EDA policies. I/We also consent for EDA to share information with other county agencies, law enforcement and code enforcement agencies.

INFORMATION COVERED

I/We understand that, depending on program policies and requirements, previous or current information regarding my household or me may be needed. Verification and inquiries that may be requested, include, but are not limited to:

| | | | |
|----------------------------------|------------------------------|-------------------|-------------------------------|
| Identity and Marital Status | Employment | Income and Assets | Residents and Rental Activity |
| Medical or Child Care Allowances | Credit and Criminal Activity | | |

I/We understand that this authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in a housing assistance program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information (depending on program requirements) include but are not limited to:

| | | |
|-------------------------------|---------------------------------|---------------------------------|
| Previous Landlords | Past and Present Employers | Veterans Administration |
| Public Housing Agencies | Welfare Agencies | Retirement Systems |
| Courts and Post Offices | State Unemployment Agencies | Banks/Financial Institutions |
| Schools and Colleges | Social Security Administration | Credit Providers/Credit Bureaus |
| Law Enforcement Agencies | Medical and Childcare Providers | Utility Companies |
| Support and Alimony Providers | | |

COMPUTER MATCHING NOTICE AND CONSENT

I/We understand and agree that HUD or EDA may conduct computer matching programs to verify the information supplied for my application or re-certification. If a computer match is done, I understand that I have a right to notification of adverse information found and a chance to disprove incorrect information. HUD or EDA may in the course of its duties exchange such automated information with other Federal, State, or local agencies, including but not limited to: State Employment Security Agencies; Department of Defense, Office of Personnel Management; U.S. Postal Service; Social Security Agency; State Welfare and Food Stamp Agencies.

It is with my understanding and consent that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file with EDA and will stay in effect for one year and one month from the date signed. I/We understand that I/We have a right to review my/our file and correct any information that I/We can prove is incorrect.

| | | | |
|---|--|---------------------------------|---------------|
| _____ Signature of Head of Household | _____ Printed Name of Head of Household | _____ Social Security Number | _____ Date |
| _____ Signature of Other Adult | _____ Printed Name of Other Adult | _____ Social Security Number | _____ Date |
| _____ Signature of Other Adult | _____ Printed Name of Other Adult | _____ Social Security Number | _____ Date |
| _____ Signature of Other Adult | _____ Printed Name of Other Adult | _____ Social Security Number | _____ Date |

EXHIBIT "C"

Prohibition Against Conflicts of Interest

§ 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;
- (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 SUB-RECIPIENT 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, SUB-RECIPIENT'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.

EXHIBIT "C" Continued

Prohibition Against Conflicts of Interest

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

TOPIC: CONFLICT OF INTEREST CODE
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.

EXHIBIT "C" Continued

Prohibition Against Conflicts of Interest

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.

ATTACHMENT B

NOTICE OF EXEMPTION



NOTICE OF EXEMPTION

May 19, 2014

Project Name: Tenant Based Rental Assistance Program (TBRA Program)

Project Number: HMCW-14-002

Project Location: Eligible areas include the unincorporated areas of the COUNTY and the following Cooperating Cities: Banning, Beaumont, Blythe, Coachella, Canyon Lake, Desert Hot Springs, Indian Wells, Lake Elsinore, La Quinta, Murrieta, Norco, San Jacinto, Wildomar, and including the city of Jurupa Valley.

Description of Project: The Housing Authority of the County of Riverside (“Housing Authority”) intends to use \$445,995 in funds derived from the HOME Program (Title II of the Cranston-Gonzalez National Affordable Housing Act , as amended (commencing at 42 U.S.C. 12701 et seq.), and the implementing regulations thereto (24 CFR Part 92) (“HOME funds”) to fund its TBRA Program. The TBRA Program provides financial assistance in the form of rental subsidies to homeless residents living in encampments. The objectives of the TBRA Program are to: provide rental assistance to rapidly re-house homeless encampment residents; provide targeted supportive services to support recovery and self-sufficiency; promote housing stability; and reduce the number of homeless encampments in Riverside County and the re-population of abated encampments.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: Housing Authority of the County of Riverside

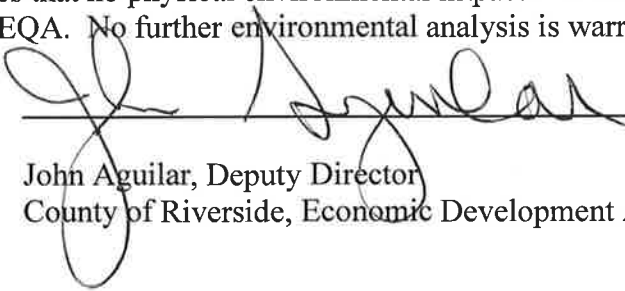
Exempt Status: California Environmental Quality Act (CEQA) Guidelines Section 15061, General Rule Exemption.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project only involves the approval of an agreement for the delivery of rental assistance to homeless individuals. Therefore, no physical environmental impacts are anticipated to occur.

- Section 15061 (b) (3) - General Rule Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The TBRA Program will not involve any form of construction or rehabilitation and will not cause or result in the direct or indirect need for additional residential construction or development. Therefore, in no way would the project as proposed have the potential to cause a significant physical environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemption above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:



Date:

5-20-14

John Aguilar, Deputy Director
County of Riverside, Economic Development Agency

ATTACHMENT C

HUD CERTIFICATION OF CATEGORICAL EXCLUSION



Certification of Categorical Exclusion (not subject to 58.5)

Determination of activities per 24 CFR 58.35(b)
May be subject to provisions of Sec 58.6, as applicable

Project Name: Tenant Based Rental Assistance (TBRA Program) program

Project Description: Approval of a HOME Agreement between the County of Riverside and the Housing Authority of the County of Riverside to provide a grant to be used for tenant based rental assistance to rapidly re-house homeless encampment residents; provide targeted supportive services to support recovery and self-sufficiency; promote housing stability; and reduce the number of homeless encampments in Riverside COUNTY and the re-population of abated encampments.

Address: 5555 Arlington Avenue, Riverside, CA 92504

Funding Source: CDBG _____ Other HOME

Funding Amount: \$445,995

Grant Number: HMCW-14-002

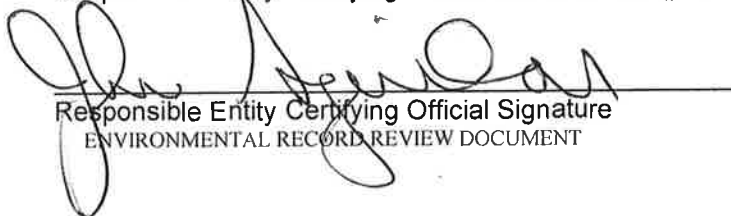
I hereby certify that the abovementioned project has been reviewed and determined to be a Categorical Excluded activity (not subject to 58.5) per 24 CFR 58.35(b) as follows:

| | |
|---|--|
| X | 1. Tenant-based rental assistance; |
| | 2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services; |
| | 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs; |
| | 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations; |
| | 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities that result in the transfer of title. |
| | 6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact. |

If your project falls into any of the above categories, you do not have to submit a Request for Release of Funds (RROF). Once the Grant is awarded you will receive a "Notice of Removal of Environmental Conditions" from IOCRA. You may not incur any cost except for those Administrative, Environmental, and Preliminary Engineering cost authorized by Grant Support prior to Release of Funds notification from IOCRA.

By signing below the Responsible Entity certifies in writing that each activity or project is Categorical Excluded (not subject to 58.5) and meets the conditions specified for such determination per section 24 CFR 58.35(b). Please keep a copy of this determination in your project files.

John Aguilar, Deputy Director
Responsible Entity Certifying Official Name & Title (please print)


Responsible Entity Certifying Official Signature

5-20-14
Date



Compliance Documentation Checklist

24 CFR 58.6

Grant Recipient: Housing Authority of the County of Riverside

Project Name: Tenant Based Rental Assistance (TBRA Program) program

Project Description (Include all actions which are either geographically or functionally related):

Approval of a HOME Agreement between the County of Riverside and the Housing Authority of the County of Riverside to provide a grant to be used for tenant based rental assistance to rapidly re-house homeless encampment residents; provide targeted supportive services to support recovery and self-sufficiency; promote housing stability; and reduce the number of homeless encampments in Riverside COUNTY and the re-population of abated encampments.

Level of Environmental Review Determination: (Select One: (1) Exempt per 24 CFR 58.34, or (2) Categorically Excluded not subject to statutes per § 58.35(b), or (3) Categorically Excluded subject to statutes per § 58.35(a), or (4) Environmental Assessment per § 58.36, or (5) EIS per 40 CFR 1500)

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard? **Not applicable for federal formula grants made to a State, 58.6(a)(3).**

No; Cite Source Document: The project does not involve property acquisition, construction or rehabilitation .

Yes; Source Document:

2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)? **Not applicable, see above.**

Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file).

No (**Federal assistance may not be used in the Special Flood Hazards Area**).

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?

No; Cite Source Documentation: There are no Coastal Zones within the County of Riverside

Yes - **Federal assistance may not be used in such an area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

No; Source Documentation: The project does not involve the sale or acquisition of existing properties.

Project complies with 24 CFR 51.303(a)(3).



Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record

Prepared by (name and title, please print): Juan Garcia, Housing Specialist

Signature: 

Date: 5/19/14
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