

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

532



FROM: Economic Development Agency

SUBMITTAL DATE:
July 9, 2015

SUBJECT: Sub-Recipient Agreement for the Use of HOME Funds for Tenant Based Rental Assistance Program, All Districts, [\$1,100,000], Home Investment Partnership Act Funds 100%; Project CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Find that the project is determined to be a 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;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,100,000	\$ 0	\$ 1,100,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$	

SOURCE OF FUNDS: HOME Investment Partnerships Act Funds	Budget Adjustment: No
	For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 Esteban Hernandez

FORM APPROVED COUNTY COUNSEL
 BY:
 ANITA C. WILLIS
 DATE: 7-1-15

Departmental Concurrence

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

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

3-18

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

Economic Development Agency

FORM 11: Sub-Recipient Agreement for the Use of HOME Funds for Tenant Based Rental Assistance Program, All Districts, [\$1,100,000], Home Investment Partnership Act Funds 100%; Project is CEQA Exempt

DATE: July 9, 2015

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RECOMMENDED MOTION: (Continued)

3. Approve the attached Sub-Recipient Agreement for the Use of HOME Funds for the Tenant Based Rental Assistance Program (Sub-Recipient Agreement) in an amount not to exceed \$1,100,000 between the County of Riverside as the participating jurisdiction and Housing Authority of the County of Riverside as sub-recipient with a 24 month term;
4. 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;
5. Authorize the Chairman of the Board of Supervisors to execute the attached Sub-Recipient Agreement;
6. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Sub-Recipient Agreement including, but not limited to, signing subsequent essential and relevant documents, subject to approval by County Counsel; and
7. Direct EDA staff to file a Notice of Exemption with the County Clerk within five days of the approval of the loan agreement.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) has requested a grant of HOME Investment Partnerships Act Funds (HOME) funds from the County of Riverside (County) in the amount of \$1,100,000 to fund the Housing Authority's Tenant Based Rental Assistance (TBRA) program in an effort to address chronic homelessness in Riverside County. The goal of the TBRA program is to remove the initial barrier that homeless individuals and families encounter as they attempt to find and secure a suitable, decent housing unit to rent. The TBRA program is designed to provide extremely low-income individuals and families earning no more than 30% of the area median income a one-time grant to pay for the utility and/or security deposit and 12 months of rental assistance using Section 8 subsidy calculation standards.

The Housing Authority will be entitled to delivery costs to help defray costs directly related with carrying out the TBRA program (Delivery Fee) not to exceed 10% (\$110,000), as allowed under 24 CFR Section 92.209. The Delivery Fee will be limited to pay costs of inspecting units and determining the eligibility of the TBRA participants. The proposed terms and conditions of the grant of HOME funds from the County to the Housing Authority are set forth in the attached Sub-Recipient Agreement for the Use of HOME Funds for the Tenant Based Rental Assistance Program (Sub-Recipient Agreement).

The objectives of the TBRA Program are to: rapidly re-house homeless residents; provide one year of rental assistance; support recovery and self-sufficiency; promote housing stability; and reduce the number of homeless population in Riverside County by helping them become self-sufficient.

The TBRA Program will have the following eligibility requirements:

1. Household must be homeless or at risk of becoming homeless and residing in unincorporated areas of the County of Riverside in the following cities: Banning, Beaumont, Blythe, Canyon Lake, Coachella, Desert Hot Springs, Eastvale, Indian Wells, La Quinta, Murrieta, Norco, San Jacinto, Wildomar, and City of Jurupa Valley.

(Continued)

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

Economic Development Agency

FORM 11: Sub-Recipient Agreement for the Use of HOME Funds for Tenant Based Rental Assistance Program, All Districts, [\$1,100,000], Home Investment Partnership Act Funds 100%; Project is CEQA Exempt

DATE: July 9, 2015

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BACKGROUND:

Summary (Continued)

2. Household income cannot exceed 30% median income as defined by HUD;
3. Rental units must be located within the County of Riverside and meet HOME TBRA guidelines;
4. No significant criminal background issues that pose a threat to the community (Megan's Law registrants will be denied admission); and
5. A minimum payment of 10 percent of the tenant's monthly "annual (gross) income" is required as the tenants rent contribution.

It is anticipated that the TBRA Program will benefit approximately 109 households at an average cost of \$10,091 per household. The Housing Authority will provide in-kind leveraging in the form of staff support, program supplies, and transportation costs. The Housing Authority will seek additional grant funding to be able to expand the TBRA Program.

The project was included in the 2015/2016 One-Year Action Plan on June 30, 2015. Pursuant to the California Environmental Quality Act (CEQA), the proposed Sub-Recipient Agreement (Project) was reviewed and determined to be categorical exempt from CEQA under State CEQA Guideline Section 15061(b)(3), "General Rule" or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment since it's an allocation of HOME funds to fund, operate and administer the TBRA program to benefit chronically homeless individuals and families and will only have financial effects. In addition, the proposed Project has been determined to be categorically excluded 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. A notice of exemption will be filed by County staff with the County Clerk within 5 days of approval of the proposed Sub-Recipient Agreement.

County Counsel has reviewed and approved the attached Sub-Recipient Agreement as to form. Staff recommends that the Board of Supervisors approve the attached Sub-Recipient Agreement.

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County. The objectives of the program are to: rapidly re-house homeless residents; provide one year of rental assistance; promote housing stability; and reduce the number of homeless population in Riverside County by providing housing and promoting self-sufficiency.

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 (HUD).

Attachments:

A-Sub-Recipient Agreement

B-Notice of Exemption

C-HUD Certification of Categorical Exclusion

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

This Agreement is made and entered into this 21st day of July, 2015 by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE ("SUB-RECIPIENT"), a public entity, corporate and politic in the State of California. 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 \$1,100,000 for use in connection with SUB-RECIPIENT 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 One Million One Hundred
4 Thousand Dollars (\$1,100,000) of HOME funds (“HOME Grant”) to SUB-RECIPIENT
5 upon the terms and conditions set forth herein for a Tenant Based Rental Assistance
6 Program (the “TBRA Program”). The SUB-RECIPIENT shall use the HOME Grant to
7 assist residents living in Riverside County who are homeless or at risk of homelessness
8 by paying housing related costs for a maximum of twelve (12) months and providing
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 by this reference
11 incorporated herein.

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, Canyon
2 Lake, Coachella, Desert Hot Springs, Eastvale, Indian Wells,
3 La Quinta, Murrieta, Norco, San Jacinto, Wildomar, and
4 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 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

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

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

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

3. COUNTY'S OBLIGATIONS: COUNTY hereby agrees to undertake 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 twenty four (24) months. All HOME funds must be expended within
13 twenty four (24) 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. Intentionally Blank

24 9. REALLOCATION OF FUNDS. If substantial progress toward
25 completion, as determined by COUNTY, of the activity is not made in accordance with
26 the completion schedule specified, the funds allocated, reserved, or placed in a HOME
27 Investment Trust Fund may be reallocated by COUNTY after at least sixty (60) days'
28 prior written notice is given to SUB-RECIPIENT.

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

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

17 The SUB-RECIPIENT will be entitled to delivery costs to help defray costs
18 directly related with carrying out the TBRA program (the "Delivery Fee"), as allowed
19 under 24 CFR Section 92.209. The Delivery Fee cannot exceed 10% of the HOME
20 funds specified in **Section 1**. The Delivery Fee will be limited to pay costs of inspecting
21 units and determining the eligibility of the TBRA participants.

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. 4821-4846). 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 Section 92.356 shall apply. Section 3 of the Housing and
19 Urban Development Act of 1968. To the greatest extent feasible,
20 opportunities for training and employment arising from HOME
21 Funds will be provided to low-income persons residing in the
22 program service area. To the greatest extent feasible, contracts for
23 work to be performed in connection with HOME Funds will be
24 awarded to business concerns that are located in or owned by
25 persons residing in the program service area. Contracts funded
26 from Section 3 covered funding sources must abide by the Section
27 3 Clause prescribed at 24 CFR 135.38.
- 28 h. Section 92.358 Consultant Activities. No person providing

1 consultant services in an employer-employee type relationship shall
2 receive more than a reasonable rate of compensation for personal
3 services paid with HOME funds.

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

8 (1) SUB-RECIPIENT does not assume COUNTY'S
9 environmental responsibilities described at 24 CFR Part
10 92.352; and

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

14 j. Uniform Administrative Requirements of 24 CFR 92.505 Part 84
15 and 85 "Common Rule", OMB Circular Nos. A-87 (for government
16 entities), and A-122 (for non-profit organizations).

17 14. PAYMENT STANDARDS and INCOME TARGETING.

18 a. Payment Standards. (i) For each unit size, rents may not be less
19 than 80% of the published section 8 Existing Housing fair market
20 rent (FMR) in effect at the time of the Effective Date of this
21 agreement. (ii) For each unit size, the rent may not be more than the
22 FMR in effect at the time of the Effective Date of this agreement.

23 b. SUB-RECIPIENT will provide funds to eligible participants of the
24 TBRA Program for very low-income households whose incomes do
25 not exceed thirty percent (30%) median family income for Riverside
26 COUNTY, adjusted by family size, at the time of occupancy. The
27 maximum amount, based on HUD TBRA Program guidelines,
28 which SUB-RECIPIENT may pay to assist any given household, is

1 the difference between thirty percent (30%) of the households'
2 adjusted gross monthly income and the Payment Standard defined
3 in **Section 14(a)**.

- 4 c. Tenant Rent Contribution. A minimum payment of 10 percent of the
5 tenant's monthly "annual (gross) income" is required.

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 §570.602
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 92.356
23 and Policy Manual #A-11, attached hereto as **Exhibit F** and
24 by this reference incorporated herein.

25 b. SUB-RECIPIENT understands and agrees that no waiver or
26 exception can be granted to the prohibition against conflict of
27 interest except upon written approval of HUD pursuant to 24
28 CFR 92.356(d). Any request by SUB-RECIPIENT for an

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

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

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

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

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

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

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

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

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

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

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

- 25 a. Terminate this Agreement.
26 b. Bring an action in equitable relief (1) seeking the specific
27 performance by SUB-RECIPIENT of the terms and
28 conditions of this Agreement, and/or (2) enjoining, abating,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 28. TERMINATION.

20 a. SUB-RECIPIENT. SUB-RECIPIENT may terminate this
21 Agreement consistent with the Act, and the regulations
22 consistent implementing the Act.

23 b. COUNTY. Notwithstanding the provisions of Section 31(a),
24 COUNTY may suspend or terminate this Agreement upon
25 written notice to SUB-RECIPIENT of the action being taken
26 and the reason for such action:

27 (1) In the event SUB-RECIPIENT fails to perform the
28 covenants herein contained at such times and in such

1 manner as provided in this Agreement after the
2 applicable notice and cure provision hereof; or

3 (2) In the event there is a conflict with any federal, state
4 or local law, ordinance, regulation or rule rendering
5 any of the provisions of this Agreement invalid or
6 untenable; or

7 (3) In the event the funding from the Department of
8 Housing and Urban Development referred to in
9 Section 1 above is terminated or otherwise becomes
10 unavailable.

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

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

28 29. ENTIRE AGREEMENT. It is expressly agreed that this Agreement

1 embodies the entire agreement of the parties in relation to the subject matter hereof,
2 and that no other agreement or understanding, verbal or otherwise, relative to this
3 subject matter, exists between the parties at the time of execution.

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

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

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

21 33. Intentionally Blank

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

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

3
4 COUNTY:

SUB-RECIPIENT:

5 COUNTY OF RIVERSIDE

6 HOUSING AUTHORITY OF THE
7 COUNTY OF RIVERSIDE

8 By: _____
9 MARION ASHLEY, Chairman
10 Board of Supervisors

By: _____
MARION ASHLEY, Chairman
Board of Commissioners

11 Date: _____

Date: _____

12
13
14 ATTEST:
15 KECIA HARPER-IHEM
16 Clerk of the Board

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

17 By: _____
18 Deputy


By: _____
Deputy

19
20 APPROVED AS TO FORM:

APPROVED AS TO FORM:

21 Gregory P. Priamos
22 COUNTY Counsel

Gregory P. Priamos
COUNTY Counsel

23
24 By: 
25 Anita C. Willis,
26 Assistant County Counsel


By: 
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 cities: Banning, Beaumont, Blythe, Canyon Lake, Coachella, Desert Hot Springs, Eastvale, Indian Wells, La Quinta, Murrieta, Norco, San Jacinto, Wildomar, and city of Jurupa Valley.

Description:

The Housing Authority of the County of Riverside (SUB-RECIPIENT) intends to use \$1,100,000 in HOME funds to fund the Tenant Based Rental Assistance (TBRA Program) program, to address chronic homelessness in Riverside County. The goal of the TBRA program is to remove the initial barrier that homeless individuals and families encounter as they attempt to find and secure a suitable, decent housing unit to rent. The TBRA program is designed to provide extremely low-income individuals and families earning no more than 30% of the area median income a one-time grant to pay for the utility and/or security deposit and 12 months of rental assistance using Section 8 subsidy calculation standards. The objectives of the TBRA Program are to: rapidly re-house homeless residents; provide one year of rental assistance; support recovery and self-sufficiency; promote housing stability; and reduce the number of homeless population in Riverside County.

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 109 households at an average cost of \$10,091 per household. The Housing Authority will provide in-kind leveraging in the form of staff support, program supplies, and transportation costs. The Housing Authority will seek additional grant funding to be able to expand the TBRA Program.

The TBRA Program is designed to provide: utility and security deposit assistance; and a twelve month rental subsidy.

The TBRA Program will have the following eligibility requirements:

1. Household must be homeless or at risk of becoming homeless and residing in unincorporated areas of Riverside County in the following cities: Banning, Beaumont, Blythe, Canyon Lake, Coachella, Desert Hot Springs, Eastvale, Indian Wells, La Quinta, Murrieta, Norco, San Jacinto, Wildomar, and city of Jurupa Valley.
2. Household income cannot exceed 30% median income as defined by HUD;
3. Rental units can be located anywhere within the County of Riverside as long as the unit meets HOME TBRA guidelines; and
4. No significant criminal background issues that pose a threat to the community (Megan's Law registrants will be denied admission); and

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;
- c. Monthly Utility Assistance; and

- d. Direct project staff time for costs of inspecting the housing units and determining eligibility, not to exceed 10% of the total HOME grant amount (\$110,000)

***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 \$275,000 will be satisfied by the excess match carried over from Fiscal Year 2014-2015.

Tenant Based Rental Assistance Program Funding:

Sources:

COUNTY HOME Grant	<u>\$ 1,100,000</u>
Total Sources	\$ 1,100,000

EXHIBIT "B"

TBRA Program Application

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?</p> <ul style="list-style-type: none"> ➤ If yes, please list name and address of shelter and contact information: 	
<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 which you resided in for less than 90 days (3 months)? 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): 	

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?	
Please describe your future housing plans:	

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 <u>10 days to respond in writing</u> 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

Prohibition Against Conflicts of Interest
EXHIBIT "C"

§ 92.356 Conflict of interest.

(a) Applicability. In the procurement of property and services by participating jurisdictions, State recipients, and sub-recipients, the conflict of interest provisions in 24 CFR 92.356 shall 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 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 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:

- c. 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;
- d. 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;
- e. 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;
 - f. Whether the interest or benefit was present before the affected person was in a position as described in **paragraph (c)** of this section;
 - g. Whether undue hardship will result either to COUNTY or the person affected when weighed against the public interest served by avoiding the prohibited conflict;
 - h. 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 owner or developer, 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 or developer's HOME-assisted project. In determining whether to grant a requested exception, 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 COUNTY's determination, including the timing of the requested exception.

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

TOPIC: CONFLICT OF INTEREST CODED
RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY
DATE: MARCH 1999

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

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