

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

745A



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:  
May 18, 2010

SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL  
GRANT AGREEMENT— PROJECT # CA0677B9D080802

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

1. Authorize the Chairman of the Board to sign the attached Grant Agreement between DPSS and the U.S. Department of Housing and Urban Development for Project # CA0677B9D080802 in the amount of \$136,166 for the period of February 1, 2010 through January 31, 2011.

(CONTINUED – 2 pages in total)

*Susan Loew*

Susan Loew, Director

**FINANCIAL  
DATA**

Current F.Y. Total Cost:	\$ 56,736	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-10

SOURCE OF FUNDS: 100% Federal Funds—HUD Supportive Housing Program

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

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

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: May 18, 2010  
xc: DPSS, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

Prev. Agn. Ref.: (6/16/09, #3.38)

District: 4

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.54

Policy ☒

Consent ☐

Dep't Recomm.: ☐

Policy

Consent ☒

Per Exec. Ofc.: ☒

**TO: BOARD OF SUPERVISORS**

**DATE: May 18, 2010**

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
RENEWAL GRANT AGREEMENT— PROJECT #CA0671C9D080802**

**BACKGROUND:**

On November 23, 2009 DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development. On December 23, 2009, HUD announced the approval of eighteen renewal grants for Riverside County's homeless projects – including the renewal of the Shelter Plus Care (S+C) East Program operated by the Riverside County Housing Authority. The goal of this renewal 11-unit project is to provide tenant based rental assistance for homeless mentally ill persons in the eastern part of Riverside County.

Shelter Plus Care East provides tenant based rental assistance partnered with supportive services provided by the Department of Mental Health. During the most recent reporting period ending June 16, 2009, the project assisted seven (7) individuals and three (3) families. Services provided include case management, life skills, mental health and transportation. One (1) person exited the program to Section 8 permanent housing.

There are no changes to the persons to be served, the service site(s), or service modalities between this Agreement and the most recent Agreement that will expire on June 16, 2010.

**FINANCIAL DATA:**

No County General Funds are required. Funding is 100% Federal funds. The full Grant amount is \$132,144; however, it is estimated that the Housing Authority of Riverside County will expend \$5,506 in FY 2009-10, leaving \$126,638 to be expended in FY 2010-11.

**CONCUR/EXECUTE:** County Purchasing

**ATTACHMENTS:**

1. Grant Agreement (3 copies) between the County of Riverside and the U.S. Department of Housing and Urban Development

SL: mr

**Applicant:** Riverside City & County CoC  
**Project:** CA-608 - Ren - Outreach Desert Expansion

CA-608  
CA0677B9D080802

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**Grant Number:** CA0677B9D080802  
**Award Amount:** \$136,166  
**Recipient:** County of Riverside, 4060 County Circle Drive, Riverside,  
California 92503  
**Tax ID#:** 95-6000930  
**Project Name:** CA-608 - Ren - Outreach Desert Expansion  
**Component Type:** SSO  
**Official Contact Person:** Ms. Susan Loew, Director  
**Email Address:** sloew@riversidedpss.org  
**Phone:** (951) 358-5000  
**Fax:** (951) 358-7755  
**Program Location:** 640 N. State Street, Hemet, CA 92543

**2009 SUPPORTIVE HOUSING PROGRAM  
RENEWAL GRANT AGREEMENT**

**This Grant Agreement is made by and between the United States  
Department of Housing and Urban Development (HUD) and the Recipient,  
which is described in section 1 of Attachment A, attached hereto and  
made a part hereof.**

Consolidated Grant Agreement	Page 1	03/30/2010
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MAY 18 2010 3.54

2010-06-101355

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter 'the Act'). The term 'grant' or 'grant funds' means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published December 29, 2008 at 73 FR 79548, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which is located at <http://www.hud.gov/offices/adm/grants/nofa09/cocsec.pdf>. The term 'Application' means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the Application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the grant term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

**For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:**

**HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.**

**A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:**

- (a) direct the Recipient to submit progress schedules for completing approved activities; or**
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or**
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or**
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or**

- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing;  
or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another, or make any other significant change, without the prior written approval of HUD.

## SIGNATURES

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By:

William Vasquez 6/1/10  
WILLIAM VASQUEZ  
Print name of signatory

Title

CPD DIRECTOR

RECIPIENT

Name of Organization

By:

Marion Ashley 5/18/2010  
Authorized Signature and Date

**MARION ASHLEY**

Print name of Signatory

**CHAIRMAN, BOARD OF SUPERVISORS**

Title

ATTEST:

KECIA HARPER-IHEM, Clerk

By

Debra Williams  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:

Larisa R-Mckenna 4/29/10  
LARISA R-MCKENNA DATE

## **ATTACHMENT A**

1. The recipient is County of Riverside.
2. HUD's total fund obligation for this project is \$136,166, which shall be allocated as follows:

Leasing \$8,320

Supportive services \$126,100

Operating costs \$0

HMIS \$1,746

Administration \$0

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of 12 months. Eligible costs, as defined by the Act and Attachment B, incurred between the end of Recipient's final operating year under the original Grant Agreement, or extension thereof, and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.