

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

910



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
August 31, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT
AGREEMENT # CA0665B9D080800—FAMILY SERVICE ASSOCIATION OF
WESTERN RIVERSIDE COUNTY**

RECOMMENDED MOTION:

That the Board of Supervisors ratify, receive and file the attached Grant Agreement [CA0665B9D080800] between DPSS and the U.S. Department of Housing and Urban Development.

Departmental Concurrence

FORM APPROVED BY COUNTY COUNSEL

BY: *NEAL R. KIPNIS* DATE: *8/31/10*

(CONTINUED – 2 pages in total)

Patricia Reynolds

Patricia Reynolds, Assistant Director for
Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 54,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010-11
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 Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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: August 31, 2010
xc: DPSS

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

3.62

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Dep't Recomm.: ☒ Consent ☒ Policy ☐
Per Exec. Ofc.: ☒ Consent ☒ Policy ☐

TO: BOARD OF SUPERVISORS

DATE: August 31, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
GRANT AGREEMENT # CA0665B9D080800—FAMILY SERVICE
ASSOCIATION OF WESTERN RIVERSIDE**

BACKGROUND:

On October 23, 2008, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On February 20, 2009, HUD announced three new and eighteen renewal grants for Riverside County's homeless projects which included the new Permanent Housing Program for disabled women with children, sponsored by Family Service Association of Western Riverside County.

Family Service Association (FSA) of Western Riverside County is a not-for-profit social service organization dedicated to meeting the changing needs of families and communities in Riverside and San Bernardino counties (Inland Empire). The agency has provided a variety of health and human service programs to communities since 1953, including: Mental Health Services; Child Development; Community Centers; Adult Day Care and Senior Nutrition Services. The agency's mission is to provide quality human services, child development, housing, and senior services to residents of the Southern California Inland Empire geographic area.

In accordance with Board Resolution No. 2010-045, approved by the Board on May 25, 2010 (Item 3.35), the authority to accept McKinney-Vento Homeless Assistance Act funding was delegated to the Director of DPSS.

With the full execution of the attached Grant Agreement by HUD, the Grant Agreement is being submitted to the Board to receive and file as the official copy of record.

The Project Sponsor Agreement between DPSS and FSA, to provide housing and supportive services, funded by the attached Grant Agreement, will be submitted to the Board for approval at a later date.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds. The full Grant amount is \$436,000; however, it is estimated that Family Service Association of Western Riverside County will expend \$54,500 in FY 2010-11, \$218,000 in FY 2011-12 and \$163,500 in FY 2012-13.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Grant Agreement between DPSS and U.S. Department of Housing and Urban Development.

SL: mr

Recipient: Riverside County Department of Public Social Services
Address: 4060 County Circle Drive, Riverside, CA 92503
Tax I.D. #: 95-6000930
Project Location: Address Confidential
Grant Number: CA0665B9D080800

2008 Supportive Housing Program Grant Agreement - New

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Riverside County Dept of Public Social Services for grant CA0665B9D080800, which is described in section 1 of Attachment A, attached hereto and made a part hereof.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA), that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published March 19, 2008, at 73 FR 14882, and the second part was the Continuum of Care Homeless Assistance Programs section of the NOFA, which was published July 10, 2008, at 73 FR 39840. The term "Application" means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the term specified at section 3 of Attachment A.

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

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

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

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

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

The Recipient agrees to draw grant funds at least quarterly.

If this Grant Agreement is for a Rapid Re-housing (RRH) for Families Demonstration Program project, the Recipient agrees to submit interval reports as required by HUD, and to participate in the RRH program evaluation phase, including providing all information and documentation requested for the evaluation.

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

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No change may be made to the project nor any right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

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

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

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

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

If the Recipient and/or subrecipient wishes to sell or otherwise dispose of the assisted real property, they must request and receive written approval from the Department to dispose of the real property, advertise that disposition conditions apply to the assisted property, and abide by any other terms or conditions prescribed by HUD in the approval letter.

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

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment 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
- (a) 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
- (b) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (c) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
or
- (d) reduce or recapture the grant; or
- (e) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (f) continue the grant with a substitute Recipient of HUD's choosing; or
- (g) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

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

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

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

SIGNATURES

This Grant Agreement is hereby executed for Project Number: CA0665B9D080800 as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

William Vasquez 7/15/10
Signature and Date

William Vasquez

Typed name of signatory

Director, Office of Community Planning and Development

Title

RECIPIENT

Riverside County

Name of Organization

By:

Susan Loew 7-7-10
Authorized Signature and Date

Susan Loew

Typed name of signatory

Director, Dept. of Public Social Services

Title

Judith Murdock, (951) 358-5636, (951) 358-7755

Official Contact Person and Telephone No. and Fax No.

ATTACHMENT A

1. The Recipient is Riverside County Dept of Public Social Services.
1. HUD's total fund obligation for this project is \$436,000.00, which shall be allocated as follows:
 - a. Acquisition 0
 - b. New construction 0
 - c. Rehabilitation 0
 - d. Leasing \$324,000.00
 - e. Supportive services \$87,000.00
 - f. Operating costs \$4,250.00
 - g. HMIS 0
 - h. Administration \$20,750.00
2. Although this agreement will become effective only upon the execution hereof by both parties, the term of this agreement shall run for a period of 24 months, unless the grant includes funds for acquisition, construction or rehabilitation.