

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

768
A



FROM: Housing Authority

SUBMITTAL DATE:
March 3, 2011

SUBJECT: Resolution 2011-01, Public Hearing and Adoption of the Public Housing Authority Annual Agency Plan and Supporting Documents

RECOMMENDED MOTION: That the Board of Commissioners:

1. Conduct a public hearing regarding the Housing Authority's Annual Agency Plan and supporting documents which include:
 - a) Housing Choice Voucher Administrative Plan;
 - b) Statement of Policies for the Affordable Public Housing Program;
 - c) Capital Fund Program; and
 - d) Administrative Plan for the Homeownership Program;

(Continued)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

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

C.E.O. RECOMMENDATION:

APPROVE
Jennifer L. Sargent
BY: _____
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL BY ANITA C. WILLIS 2-23-11

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

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

On motion of Commissioner Stone, seconded by Commissioner Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone and Ashley
 Nays: None
 Absent: Tavaglione and Benoit
 Date: March 15, 2011
 xc: Housing Authority

Kecia Harper-Ihem
 Clerk of the Board
 BY: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: N/A District: ALL Agenda Number: **10.2**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

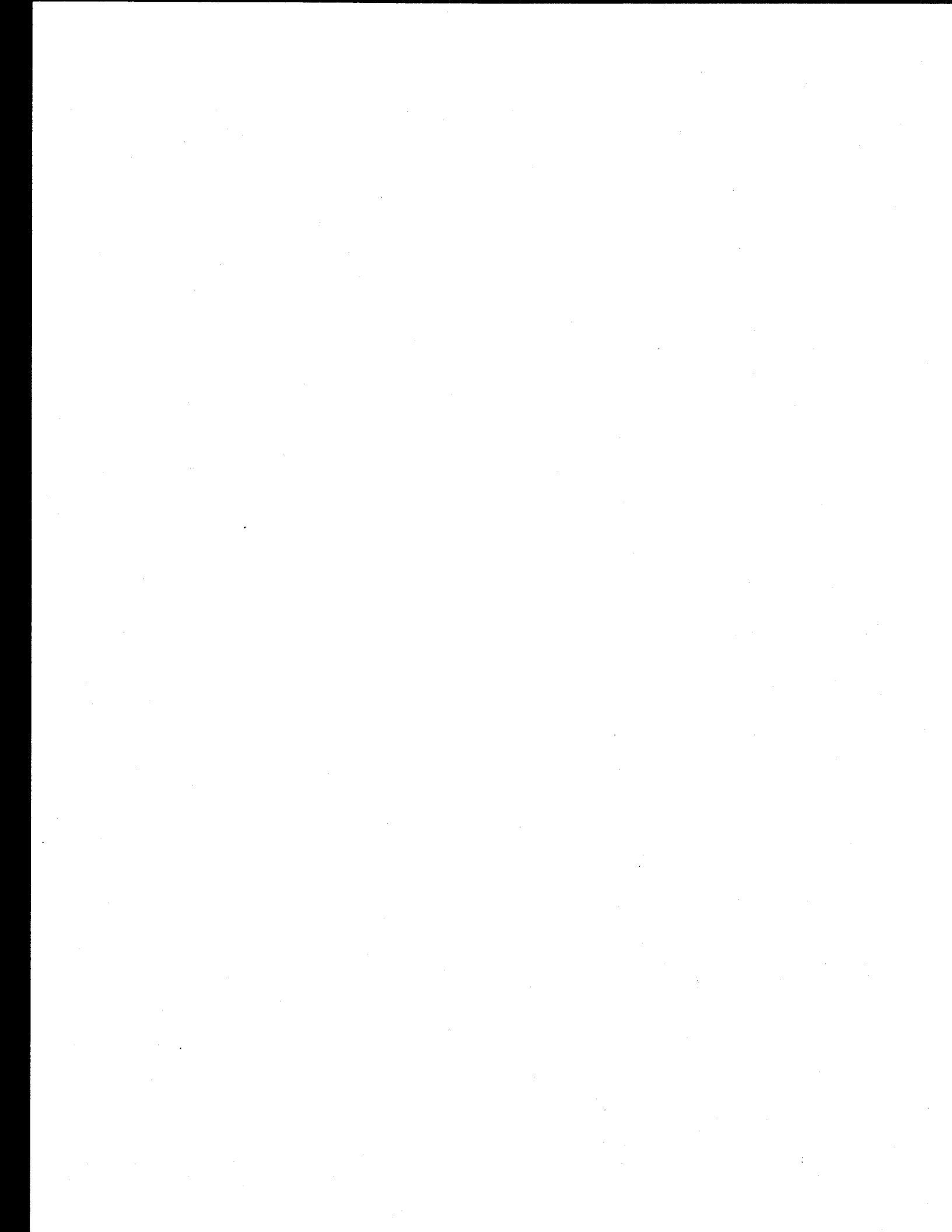


RECOMMENDED MOTION: (Continued)

2. Adopt Resolution 2011-01, approving the Housing Authority's Annual Agency Plan and supporting documents;
3. Approve and authorize the Chairman of the Board to sign the PHA Certification of Compliance; and,
4. Authorize the Executive Director, or designee, to execute the certifications pertaining to the plans adopted in Resolution 2011-01.

BACKGROUND:

The Quality Housing and Work Responsibility Act of 1998, requires all public housing authorities to submit an Agency Plan in accordance with the format outlined by the U.S. Department of Housing and Urban Development (HUD). The Public Housing Authority (PHA) Annual Plan covers fiscal year July 1, 2011, through June 30, 2012. The Housing Choice Voucher (Section 8) waiting list will remain closed so that the Housing Authority can work to assist the 53,000 families currently registered. The waiting list will remain open for registrants who can be assisted through other specified HUD-funded programs and those that meet the Extraordinary Local Preferences as defined in the Administrative Plan. The closure of the waiting list will be re-evaluated on an annual basis. The Housing Authority has updated the Zero Tolerance Policy to prohibit criminal activity which violates the Zero Tolerance Policy within a five year period instead of a three year period. If there are no public recommendations brought forward during the public hearing, staff recommends that the Board formally adopt Resolution 2011-01, approving the Agency Plan and supporting documents, and the Chairman sign the PHA Certification of Compliance.



BOARD OF COMMISSIONERS

HOUSING AUTHORITY OF
THE COUNTY OF RIVERSIDE

**RESOLUTION NO. 2011-01
APPROVE THE ANNUAL PLAN AND SUPPORTING DOCUMENTS FOR THE
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

WHEREAS, The Housing Authority of the County of Riverside ("Authority") is authorized by the U.S. Department of Housing And Urban Development to administer 8677 Housing Choice Vouchers and 469 Affordable Public Housing units throughout Riverside County; and

WHEREAS, Chapter 24 of the Code of Federal Regulations, Part 903, requires the Authority to submit an Annual Plan at least 75 days prior to the beginning of the Authority's fiscal year; and

WHEREAS, the Annual Plan submittal must include Form HUD-50077 certifying the Authority's compliance with PHA Plans and Related Regulations; and

WHEREAS, the Authority's fiscal year begins on July 1, 2011; and

WHEREAS, the Authority is in compliance with Public Housing Authority (PHA) plans and related regulations.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Commissioners of the Housing Authority of the County of Riverside, State of California, in regular session assembled on March 15, 2011, as follows:

1. That the Board of Commissioners hereby finds and declares that the above recitals are true, correct and incorporated herein.
2. That the Board of Commissioners hereby approves the Authority's Annual Agency Plan and supporting documents.

ROLL CALL:

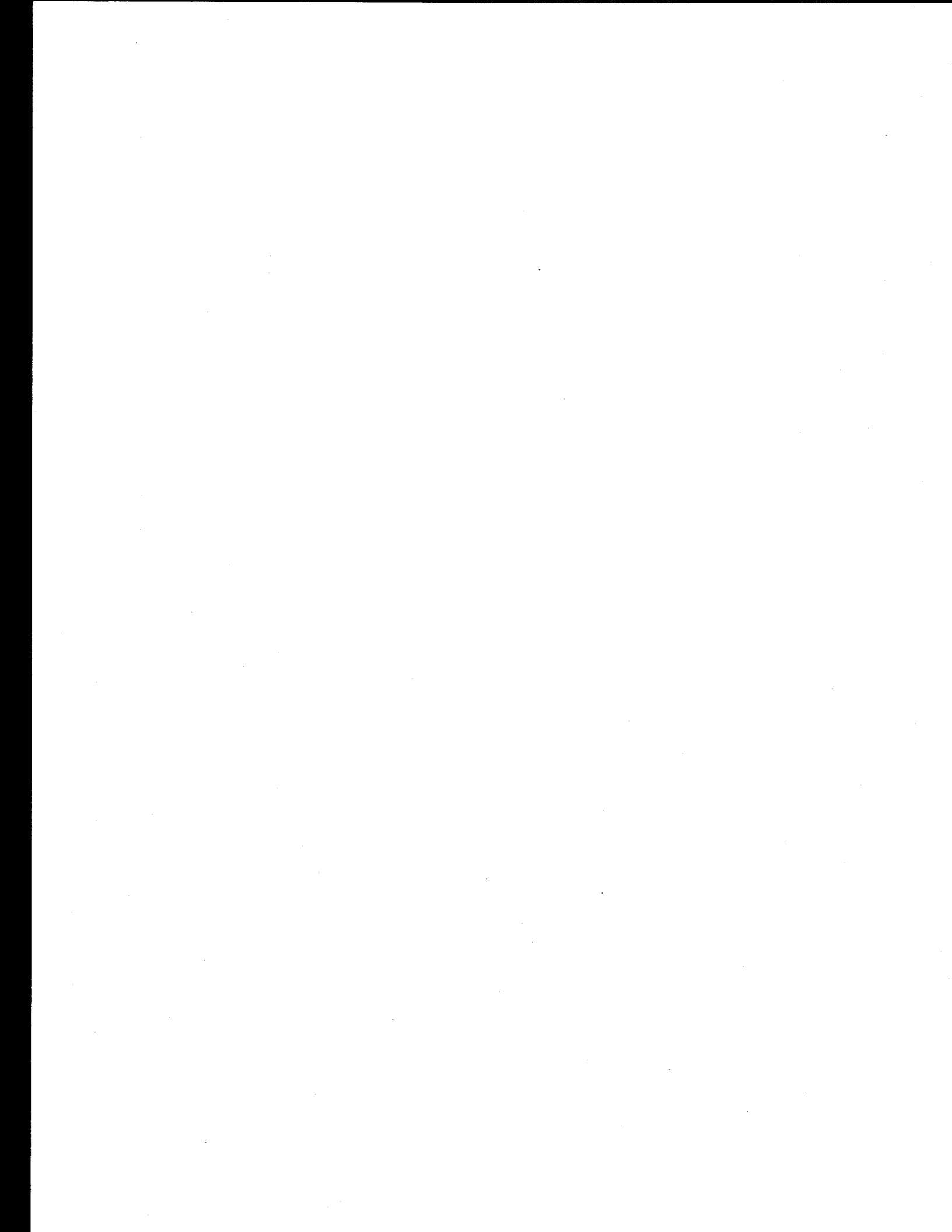
Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM Clerk of said Board

By _____ Deputy

FORM APPROVED BY COUNTY COUNSEL
 BY: *[Signature]* ANITA C. WILLIS
 DATE: 2/23/11



PHA 5-Year and Annual Plan

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**OMB No. 2577-0226
Expires 4/30/2011**

1.0	PHA Information PHA Name: <u>Housing Authority of the County of Riverside</u> PHA Code: <u>CA027</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2011</u>					
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>469</u> Number of HCV units: <u>8677</u>					
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only					
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)					
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
					PH	HCV
	PHA 1:					
	PHA 2:					
	PHA 3:					
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. ***Not applicable-complete only for Annual Plan submitted with the 5-Year Plan					
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: ***Not applicable-complete only for Annual Plan submitted with the 5-Year Plan					
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ***Not applicable-complete only for Annual Plan submitted with the 5-Year Plan					



PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

Updated PHA Plan Elements

1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.

For 2011, the HCV Waiting List will remain closed except to veterans or widowers of a veteran or persons 75 years of age or older. Households that are currently registered for the Waiting List or who registered prior to July 1, 2010 will remain on the list until they are selected, withdrawn, or voluntarily removed.

The preference criteria remains the same for the 2011-2012 agency plan, but the definition of a working family has been modified as follows: A family in which the head and/or spouse/co-head is employed and is working at least 32 hours per week (employment hours for both the head and spouse/co-head may be combined to equal at least 32 hrs/wk) at California minimum wage or higher, or receiving Unemployment or State Disability or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage prior to receiving Unemployment or State Disability or Workman's Compensation.

The Housing Authority of the County of Riverside's Zero Tolerance Policy has been updated to state that an applicant/tenant must not have had criminal activity which violates the Housing Authority's Zero Tolerance Policy and/or jail time within a five (5) year period instead of a three (3) year period.

There are no other changes to eligibility, selection, and admission policies for 2011.

2. Financial Resources.

Please see attached **Statement of Financial Resources**, which includes listings by general categories, of the Agency's anticipated resources for FY 2011, such as PHA Operating, Capital and other anticipated Federal resources, as well as tenant rents and other income available to support public housing and tenant-based assistance. The statement also includes the non-Federal sources of funds supporting each Federal program, and the planned use for the resources.

3. Rent Determination.

For 2011, the Agency has made no changes to the policies governing rent determination. The established payment standard amounts are in accordance with federal regulations and are within 90-110% of HUD Fair Market Rents published annually. Flat rent rates for the Affordable Public Housing program have been updated based on the current fair market value for each area.

4. Operation and Management.

For 2011, the Agency has made no changes to Operations or Management.

5. Grievance Procedures.

For 2011, there are no changes to the grievance procedure policies.

6. Designated Housing for Elderly and Disabled Families.

For 2011, there are no changes to housing designated for elderly and disabled families.

7. Community Service and Self-Sufficiency.

For 2011, there are no changes to Community Service and Self-Sufficiency policies/programs. We continue to administer the Family Self-Sufficiency program for HCV participants and the Resident Opportunity and Self-Sufficiency for residents at the Quinto del Sol and the Cathedral City Public Housing communities.

8. Safety and Crime Prevention.

For 2011, there are no changes to the PHA plan regarding Safety and Crime Prevention.

9. Pets.

For 2011, there is no change to our pet policy.

10. Civil Rights Certification.

The Administrative Plan includes a detailed description of the Agency's steps to affirmatively further fair housing. Additionally, the Agency works closely with the Fair Housing Council of Riverside County to address any identifiable impediments to fair housing within the jurisdiction. Fair housing impediments are evaluated annually as part of the County's Consolidated Planning process.

11. Fiscal Year Audit.

For Fiscal Year Ending June 30, 2010, the Housing Authority received an Unqualified auditor's opinion on compliance for major programs; and there were no material weaknesses or significant deficiencies identified in its financial statements. Please see attached **Fiscal Year End Audit Reports**.

12. Asset Management.

The agency continues to employ the Asset Management Plan described below and monitor the operational performance of each AMP. The Housing Authority of the County of Riverside's (HACR) asset management model eliminates the centralized functions and incorporates a property specific focus. Inventory that was stored at the Indio warehouse has been disbursed to individual sites and each site maintains a minimal amount of inventory to support its daily maintenance needs. The building of offices and workshops for the Public Housing Property Managers to conduct normal daily duties and the Maintenance Workers to perform their daily work are near completion and will facilitate the autonomy of each site. Both central warehouses have been eliminated under this model. Services by the Public Housing Property Manager and the Maintenance Worker are site specific and the HACR no longer operate out of two centralized offices and warehouses. On a quarterly basis information is gathered regarding the financial, physical, and management performance of each property. The reports detail move-outs, vacant unit turnaround times, lease renewals, unit work order status and evictions. This information has been utilized to determine whether or not a property is performing according to standards. These quarterly reports are maintained by the Director of the HACR. If a property is identified as non-performing, staff then proceed to make recommendations that address the areas of non-performance. The HACR Fiscal department has been monitoring all fiscal and budget performances via monthly budgets vs. actual reports and financial statements. The Public Housing Property Managers will be a more active participant in developing and monitoring their site specific budgets in the next fiscal year. The HACR will continue to utilize the Capital Fund Program to modernize our units. The AMPs will be monitored to ensure they are not operating at a loss. Any that are will be considered for disposition in the future.

13. Violence Against Women Act (VAWA).

For 2011, there has been no significant changes with regard to the Violence Against Women Act (VAWA).

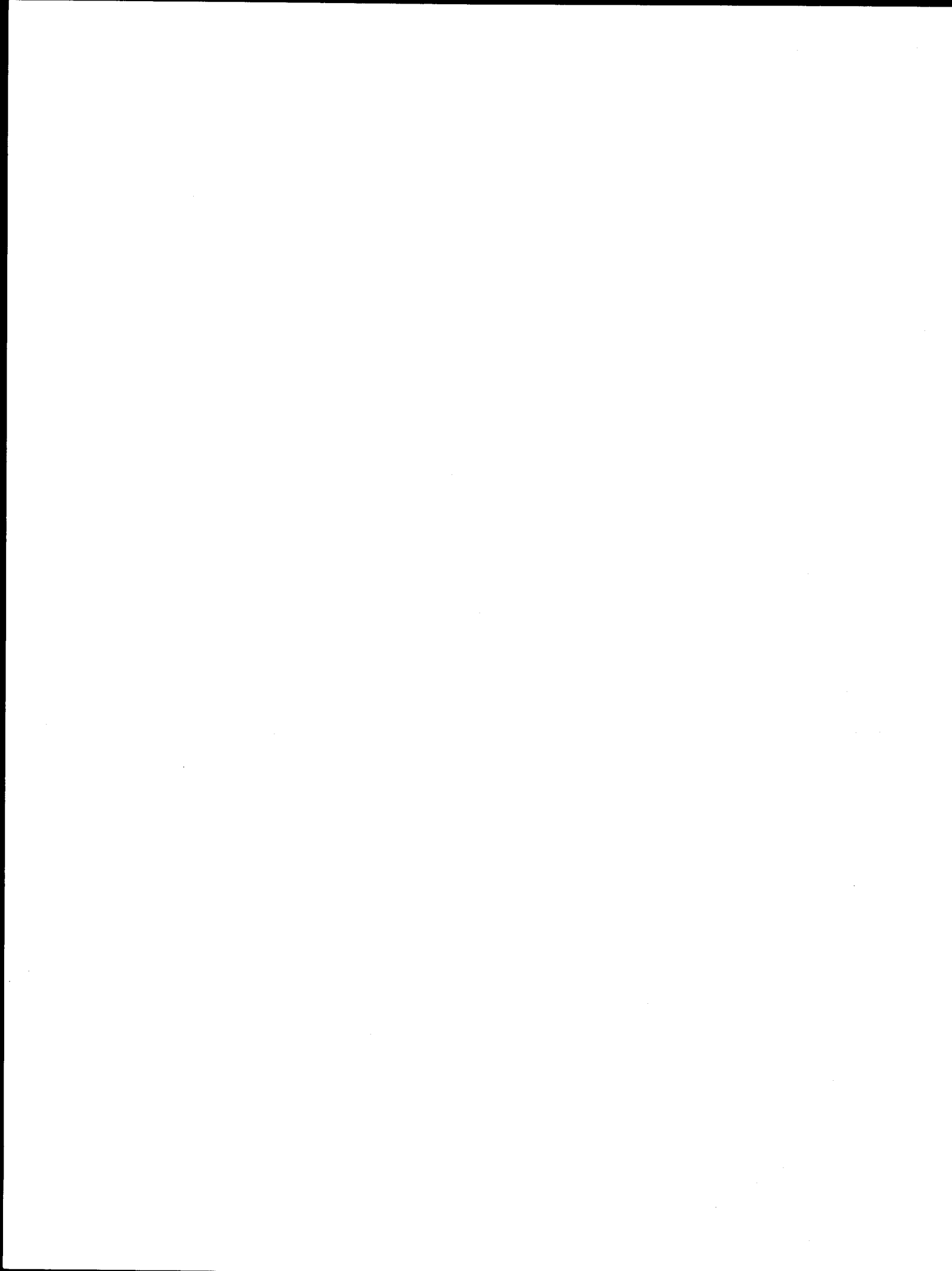
(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

Electronic copies of the 5-Year and Annual PHA Plan can be found on the Housing Authority's website at www.harivco.org and print copies will be made available at the main administrative office located at 5555 Arlington Avenue, Riverside, CA, 92504, the eastern county office located at 44-199 Monroe, Suite B, Indio, CA, 92201; and at all Public Housing sites (located in Manager's Office).

6.0



7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>(a) Hope VI or Mixed Finance Modernization or Development. Not applicable.</p> <p>(b) Demolition and/or Disposition Not applicable.</p> <p>(c) Conversion of Public Housing. The AMPs will be monitored to ensure they are not operating at a loss. Any that are will be considered for conversion.</p> <p>(d) Homeownership. HACR has a comprehensive HUD approved Homeownership program that consists of a HCV Mortgage Voucher program, a locally funded infill housing program, and homeownership counseling for any interested participant with an emphasis on FSS families.</p> <p>(e) Project-based Vouchers. HACR currently has 48 project based vouchers in areas throughout Riverside County.</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>
8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>***Not applicable-complete only for Annual Plan submitted with the 5-Year Plan</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>***Not applicable-complete only for Annual Plan submitted with the 5-Year Plan</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>***Not applicable-complete only for Annual Plan submitted with the 5-Year Plan</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>





HOUSING AUTHORITY

of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951) 354-6324
TDD (951) 351-9844

January 20, 2011

William L. Bopf, Interim City Manager
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website: harivco.org

Dear Mr. Bopf:

Subject: Housing Authority of the County of Riverside--Agency Plan

The Quality Housing and Work Responsibility Act of 1998 requires all housing authorities to submit an Agency Plan in accordance with the U.S. Department of Housing and Urban Development's (HUD) required format. The Agency Plan is comprised of a Five Year Plan and an Annual Plan.

The strategies addressed in the Housing Authority's Agency Plan were the result of information and analysis obtained from the Consolidated Plans of the County of Riverside, the cities of Corona, Hemet, Moreno Valley, Palm Desert, Palm Springs and Riverside.

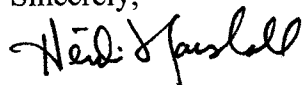
Enclosed for your review and comment is a draft copy of the Housing Authority's Agency Plan. In addition, you may view the Agency's Administrative Plan, Statement of Policies, Homeownership Plan, Capital Fund and Financial Statements via our website at www.harivco.org under the "Policies and Regulations" tab. HUD requires that any local government within the jurisdiction of the Housing Authority that has prepared a Consolidated Plan is to sign a certification stating that the Housing Authority's Agency Plan is consistent with their respective Consolidated Plan. Please sign and date below and return it to my attention no later than **January 31, 2011**.

I certify that the Housing Authority's Agency Plan is consistent with the Consolidated Plan for the City of Moreno Valley with my signature below.

Name: WILLIAM L BOPF Title: INTERIM CITY MANAGER

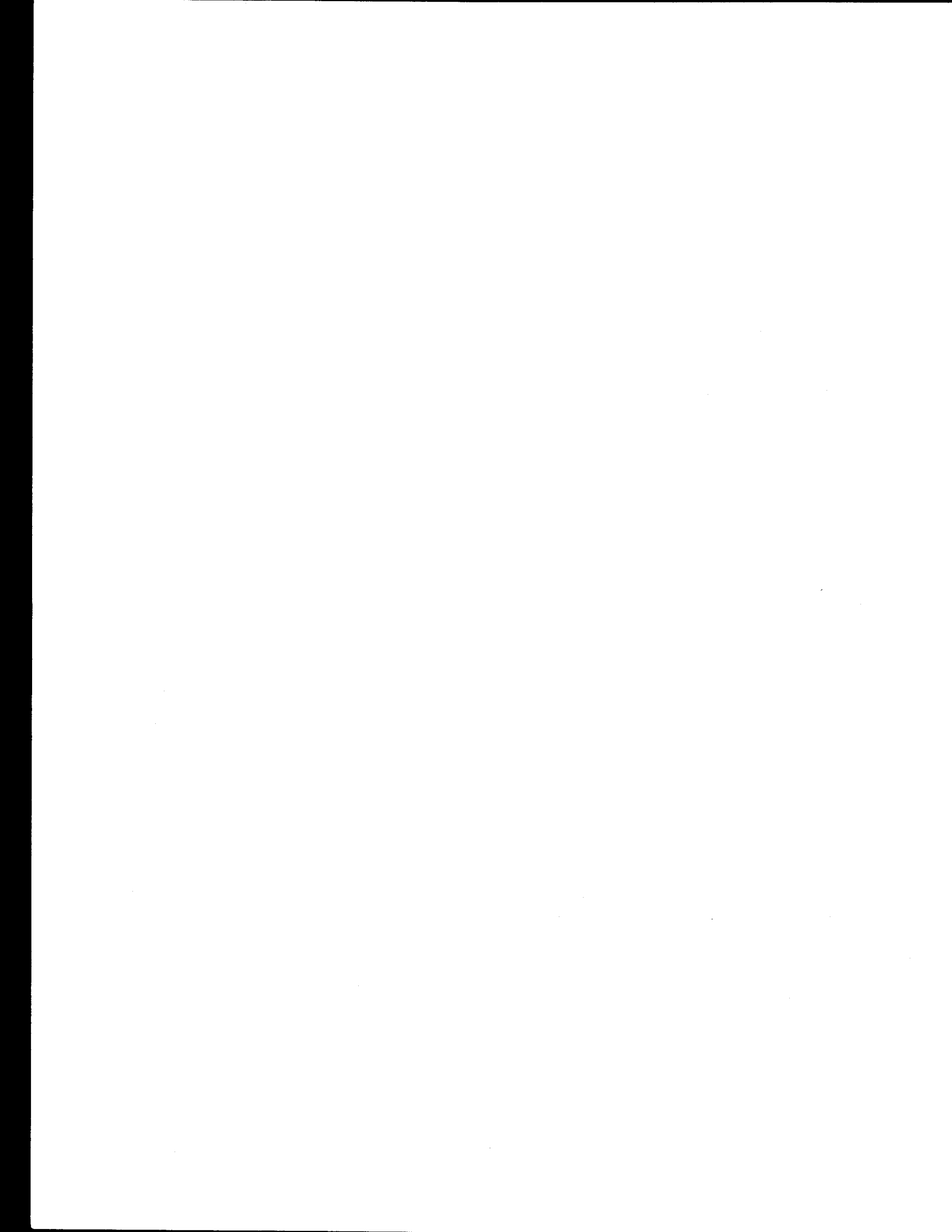
Signature:  Date: 1-31-11

I thank you in advance and ask that you contact Jennifer Wickam at (951) 343-5437 or Ofelia Romero at (760) 863-2839 should you have any questions or require additional information.

Sincerely,

Heidi Marshall
Assistant Director

Enclosure

2011 JAN 24 PM 4:48
CITY MANAGER
MORENO VALLEY
RECEIVED





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of the County of Riverside

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Website: harivco.org

January 20, 2011

Bradley J. Hudson, City Manager
City of Riverside
3900 Main St.
Riverside, CA 92522

Dear Mr. Hudson:

Subject: Housing Authority of the County of Riverside--Agency Plan

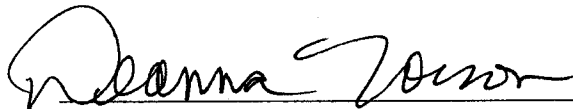
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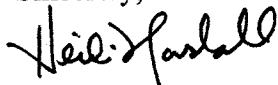
I certify that the Housing Authority's Agency Plan is consistent with the Consolidated Plan for the City of Riverside with my signature below.

Name: Deanna Larson Title: Development Director

Signature:  Date: 1/27/11

I thank you in advance and ask that you contact Jennifer Wickam at (951) 343-5437 or Ofelia Romero at (760) 863-2839 should you have any questions or require additional information.

Sincerely,



Heidi Marshall
Assistant Director

Enclosure





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Website: harivco.org

January 20, 2011

Brian Nakamura, City Manager
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Dear Mr. Nakamura:

Subject: Housing Authority of the County of Riverside--Agency Plan

The Quality Housing and Work Responsibility Act of 1998 requires all housing authorities to submit an Agency Plan in accordance with the U.S. Department of Housing and Urban Development's (HUD) required format. The Agency Plan is comprised of a Five Year Plan and an Annual Plan.

The strategies addressed in the Housing Authority's Agency Plan were the result of information and analyses obtained from the Consolidated Plans of the County of Riverside, the cities of Corona, Hemet, Moreno Valley, Palm Desert, Palm Springs and Riverside.

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I certify that the Housing Authority's Agency Plan is consistent with the Consolidated Plan for the City of Hemet with my signature below.

Name: Brian Nakamura Title: City Manager

Signature: [Signature] Date: 1/26/11

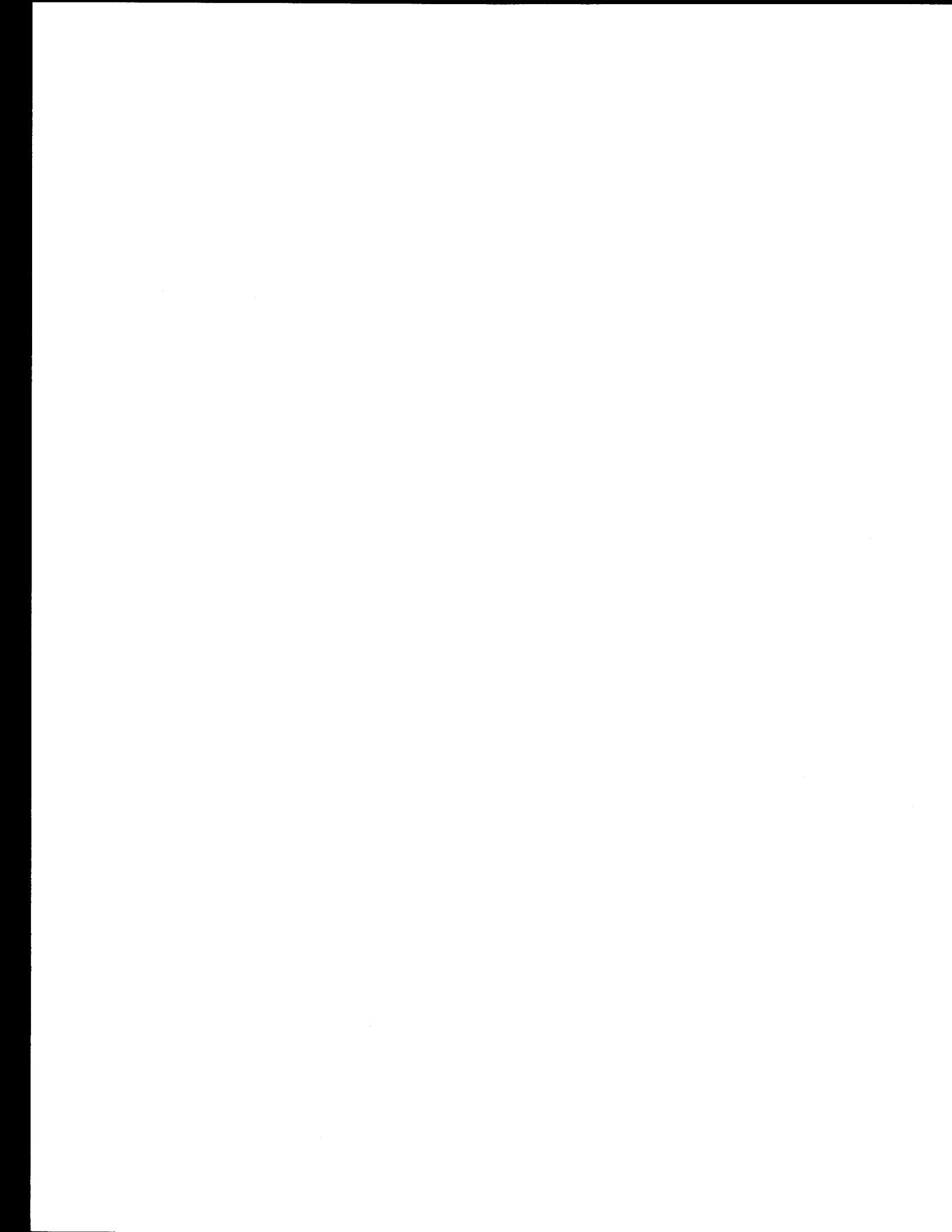
I thank you in advance and ask that you contact Jennifer Wickam at (951) 343-5437 or Ofelia Romero at (760) 863-2839 should you have any questions or require additional information.

Sincerely,

[Signature]

Heidi Marshall
Assistant Director

Enclosure





HOUSING AUTHORITY

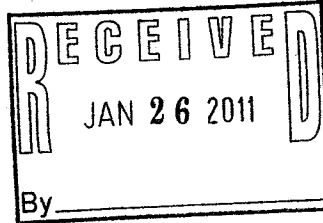
of the County of Riverside

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January 20, 2011

David H. Ready, City Manager
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

JAN 24 2011



Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website: harivco.org

Dear Mr. Ready:

Subject: Housing Authority of the County of Riverside--Agency Plan

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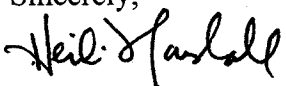
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I certify that the Housing Authority's Agency Plan is consistent with the Consolidated Plan for the City of Palm Springs with my signature below.

Name: David H. Ready, J.D., Ph.D. Title: City Manager

Signature:  Date: 1/27/11

I thank you in advance and ask that you contact Jennifer Wickam at (951) 343-5437 or Ofelia Romero at (760) 863-2839 should you have any questions or require additional information.

Sincerely,

Heidi Marshall
Assistant Director

Enclosure





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Website: harivco.org

January 20, 2011

Lisa Brandl, Managing Director
Economic Development Agency of the County of Riverside
3403 Tenth Street, Suite 300
Riverside, CA 92501

Dear Ms. Brandl:

Subject: Housing Authority of the County of Riverside--Agency Plan

The Quality Housing and Work Responsibility Act of 1998 requires all housing authorities to submit an Agency Plan in accordance with the U.S. Department of Housing and Urban Development's (HUD) required format. The Agency Plan is comprised of a Five Year Plan and an Annual Plan.

The strategies addressed in the Housing Authority's Agency Plan were the result of information and analyses obtained from the Consolidated Plans of the County of Riverside, the cities of Corona, Hemet, Moreno Valley, Palm Desert, Palm Springs and Riverside.


Enclosed for your review and comment is a draft copy of the Housing Authority's Agency Plan. In addition, you may view the Agency's Administrative Plan, Statement of Policies, Homeownership Plan, Capital Fund and Financial Statements via our website at www.harivco.org under the "Policies and Regulations" tab. HUD requires that any local government within the jurisdiction of the Housing Authority that has prepared a Consolidated Plan is to sign a certification stating that the Housing Authority's Agency Plan is consistent with their respective Consolidated Plan. Please sign and date below and return it to my attention no later than **January 31, 2011**.

I certify that the Housing Authority's Agency Plan is consistent with the Consolidated Plan for the County of Riverside with my signature below.

Name: Lisa Brandl Title: Managing Director

Signature: Lisa Brandl Date: 2/2/11

I thank you in advance and ask that you contact Jennifer Wickam at (951) 343-5437 or Ofelia Romero at (760) 863-2839 should you have any questions or require additional information.

Sincerely,


Heidi Marshall
Assistant Director

Enclosure



Name	Address
LOTTI'S MARKET	1399
MILIAM AVILA	135
ANGELA CHAPMAN	415
SYLVIA DELCASTILLO	



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

Resident/Public Comment Form

In preparation for the annual update to the Housing Authority of the County of Riverside's (HACR) Administrative Plan and Annual Plan, HACR is seeking input and feedback from residents and other community stakeholders. Please provide any comments or suggestions in the space provided below. Contact information is optional but appreciated. Assistance will be provided to persons with disabilities who require an accommodation to review and comment on the existing plan. If you require such assistance please notify the receptionist, meeting facilitators, or Ed Kreitz, FSS Coordinator, at 951-343-5442.

Name Miriam Avila Telephone # (951) 2080758
Address 13532 Hundell Drive Moreno Valley Ca 92553
Email address _____

Please circle the appropriate answer.

Are you a program participant? yes / no Are you a Waiting List registrant? yes / no

Comments (Please attach additional sheets if necessary) :

I have no comments right now
Thanks.



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

HOUSING AUTHORITY
COUNTY OF RIVERSIDE
10 NOV 16 PM 12: 5

Resident/Public Comment Form

In preparation for the annual update to the Housing Authority of the County of Riverside's (HACR) Administrative Plan and Annual Plan, HACR is seeking input and feedback from residents and other community stakeholders. Please provide any comments or suggestions in the space provided below. Contact information is optional but appreciated. Assistance will be provided to persons with disabilities who require an accommodation to review and comment on the existing plan. If you require such assistance please notify the receptionist, meeting facilitators, or Ed Kreitz, FSS Coordinator, at 951-343-5442.

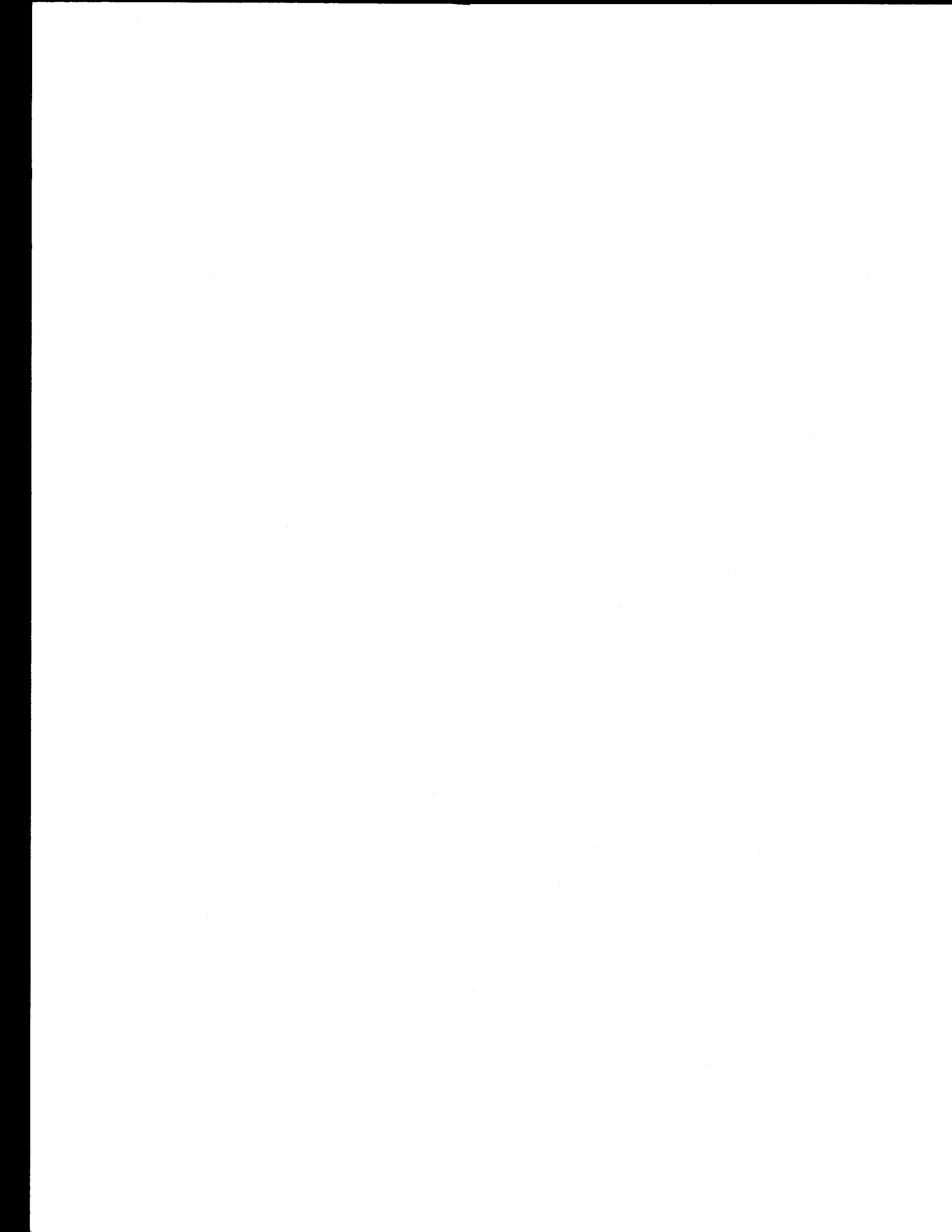
Name Angela Chapaman Telephone # 951-870-1713
Address 4156 Wayne Ct. Riverside, CA 92504
Email address anjchapaman@yahoo.com

Please circle the appropriate answer.

Are you a program participant? yes / no Are you a Waiting List registrant? yes / no

Comments (Please attach additional sheets if necessary) :

• Everything seems pretty good to me.
• I do hope that the waiting list opens up very soon.
I know these programs have helped me out a lot, and I know there are many people out there struggling, especially in these hard economic times.



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

Resident/Public Comment Form

In preparation for the annual update to the Housing Authority of the County of Riverside's (HACR) Administrative Plan and Annual Plan, HACR is seeking input and feedback from residents and other community stakeholders. Please provide any comments or suggestions in the space provided below. Contact information is optional but appreciated. Assistance will be provided to persons with disabilities who require an accommodation to review and comment on the existing plan. If you require such assistance please notify the receptionist, meeting facilitators, or Ed Kreitz, FSS Coordinator, at 951-343-5442.

Name Sylvia Del Castillo Telephone # (951) 243-3137

Address 2478 Eucalyptus Ave

Email address Sylvia4refi@aol.com

10 NOV 22 PM 3: 07

HOUSING AUTHORITY
COUNTY OF RIVERSIDE

Please circle the appropriate answer.

Are you a program participant? yes / no Are you a Waiting List registrant? yes / no

Comments (Please attach additional sheets if necessary):

First of all I'd like to take this time to Thank You!

I believe if it wasn't for this program I would have been dependent on a significant other who was abusing me to help me with my rents. So thanks!

This is a wonderful program. I know that there is a waiting list!

I wish we could have more money to help everybody,

until we can find more money or a way to find more jobs. I have been looking for a job for two years. And without transportation it feels impossible! But there is always hope. I will continue in that my unemployment will be gone \$,000.





HOUSING AUTHORITY of the COUNTY of RIVERSIDE

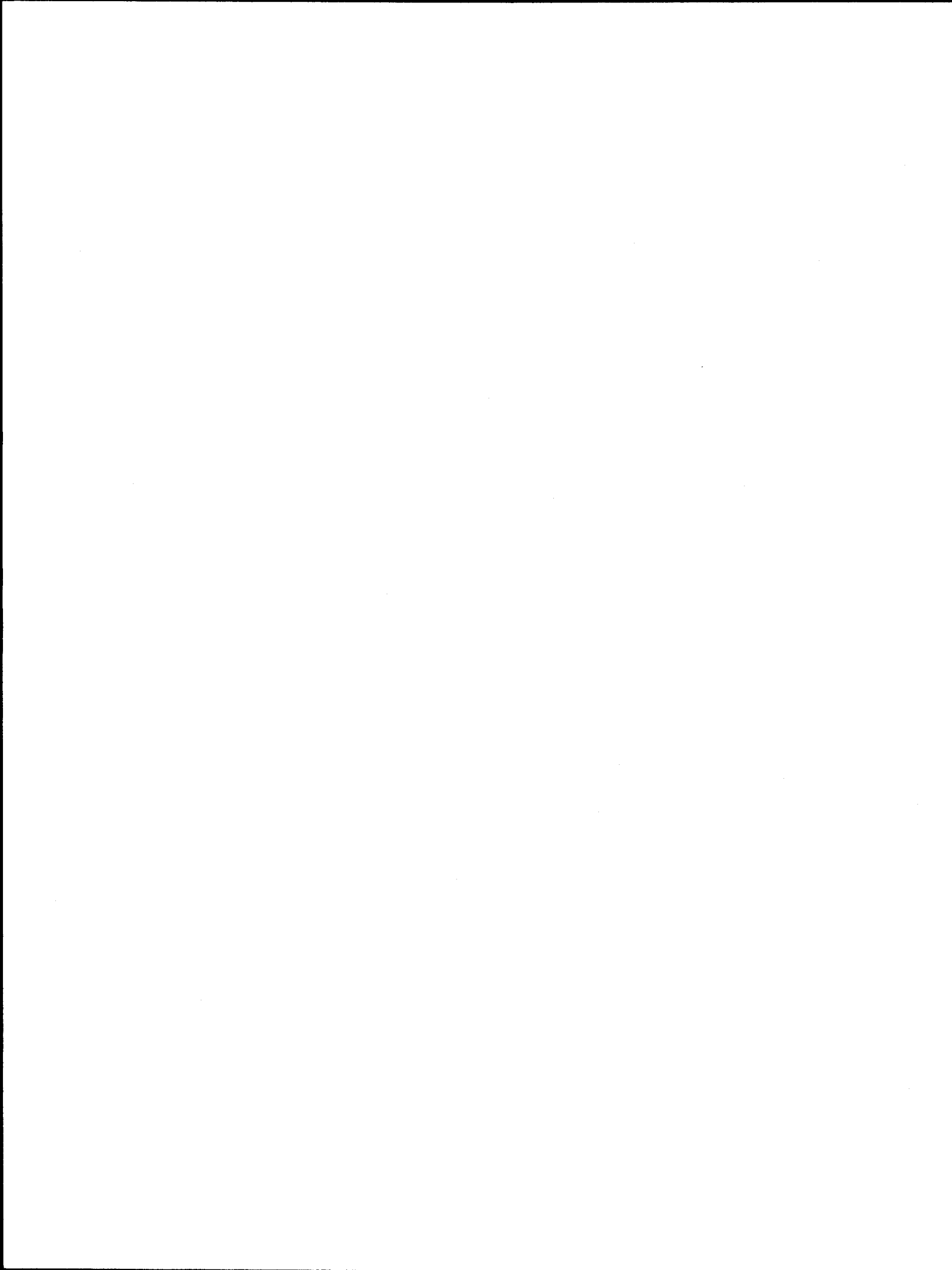


FINANCIAL STATEMENTS
Proprietary (Enterprise) Fund Type
AND
AUDITORS' REPORT

FOR THE YEAR ENDED JUNE 30, 2010



SMITH MARION & CO.
CERTIFIED PUBLIC ACCOUNTANTS



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
Proprietary (Enterprise) Fund Type
FINANCIAL STATEMENTS AND AUDITORS' REPORT
FOR THE YEAR ENDED JUNE 30, 2010

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FINANCIAL INFORMATION





SMITH MARION & CO.
AN ACCOUNTANCY CORPORATION

Please respond to:
Grand Terrace Office
22365 Barton Road, Suite 108
Grand Terrace, CA 92313
Telephone (909) 825-6600
Facsimile (909) 825-9900

Board of Supervisors
Housing Authority of the County of Riverside
Riverside, CA

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Housing Authority of the County of Riverside as of June 30, 2010, as listed in the table of contents. These financial statements are the responsibility of the management of Housing Authority of the County of Riverside. Our responsibility is to express an opinion on these financial statements based on our audit.


We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Housing Authority of the County of Riverside as of June 30, 2010, and the change in financial position and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying management's discussion and analysis on pages 2 through 9 are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of Housing Authority of the County of Riverside taken as a whole. The accompanying supplementary financial information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 26, 2010, on our consideration of the Housing Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.


October 26, 2010

www.smcocpa.com

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Murrieta, CA 92563
Telephone (951) 461-2045
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303 Antietam Court
Lebanon, TN 37087
Telephone (615) 453-7855
Facsimile (615) 453-7855



MANAGEMENT'S DISCUSSION & ANALYSIS

The purpose of this Management's Discussion and Analysis (MD&A) is to provide a narrative overview, financial highlights and analyses of the audited annual financial statements of the Housing Authority of the County of Riverside (the "Housing Authority"). This MD&A section is required by the provisions of the Governmental Accounting Standards Board (GASB) Statement 34, and is presented in conjunction with the accompanying Basic Financial Statements.

The financial statements are reported based on a twelve-month fiscal year, which starts on July 1 of one calendar year and ends on June 30 of the next calendar year; the fiscal year is named by the calendar year in which the fiscal year ends. Therefore, the basic annual financial statements presented in this report are for Fiscal Year 2010, which started July 1, 2009 and ended June 30, 2010.

THE PURPOSE OF THE HOUSING AUTHORITY

The Housing Authority of the County of Riverside (Housing Authority) was established in 1942 under the U.S. Housing Act of 1937 and the State of California Housing Authority Law of 1938. The Housing Authority is a government agency which is chartered by the State of California to administer the development, rehabilitation or financing of affordable housing programs. The area of jurisdiction of the Housing Authority is the entire County of Riverside. Permanent operational office facilities are maintained in the cities of Riverside and Indio to facilitate the provision of services.

The primary mission of the Housing Authority is to assist low and moderate income families, including elderly and disabled persons, by operating programs which provide them decent, safe and sanitary housing at affordable costs.

FINANCIAL HIGHLIGHTS

The Housing Authority ended the fiscal year of operations with assets of \$31,376,574; liabilities of \$11,080,196; and net assets of \$20,296,378, which consisted of \$9,772,650 invested in land, buildings and equipment; \$3,499,818 in restricted assets; and \$7,023,910 in unrestricted assets.

The ending net assets of \$20,296,378 represent a decrease in net assets of \$891,783 from the prior fiscal year, which resulted from operating revenues of \$78,914,702, operating expenses of \$81,415,987, and Capital Contribution of \$1,715,978, along with a net loss from nonoperating revenues and expenses of \$106,476.

These financial highlights are detailed further in the **Presentation of Condensed Financial Information With Analysis of Overall Financial Position**, as shown on page 4.



OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

The Housing Authority is a special purpose government agency and is a blended component unit of the County of Riverside. The Housing Authority conducts its financial operations in a business-type approach and is defined as a governmental enterprise fund by GASB. Therefore, the Housing Authority is required to present its financial statements in the format of enterprise fund financial statements.

As a blended component unit of a larger governmental body, the Housing Authority provides its financial statements to the County of Riverside, which includes the Housing Authority's financial information in the County's Consolidated Annual Financial Report (CAFR). Accordingly, the Housing Authority does not issue its own financial statements in the format of government wide statements.

As the major funding source for housing authorities, the U.S. Department of Housing and Urban Development (HUD) established financial reporting requirements and guidelines for presenting the annual basic financial statements. HUD's preference is for housing authorities to report all of their activities in single column format and, if necessary, present combining financial statements to reflect the activity of individual funds. The Housing Authority implemented this approach in Fiscal Year 1999 when it converted its accounting system to Generally Accepted Accounting Principles (GAAP) and continues with the same financial statement presentations in the current fiscal year. Therefore, the Housing Authority's basic financial statements show one enterprise fund, while the combining financial statements are included as supplementary financial information.

For internal tracking and control, the Housing Authority maintains separate funds in its general ledger for all of its multiple enterprise funds, but has combined all of these various funds into three major funds for financial reporting purposes. These three major funds are identified as Authority Funds, HUD Public Housing Funds, and HUD Section 8 Funds. While detailed fund information is not presented in the annual basic financial statements, separate accounts are maintained for each fund and sub-fund to control and manage money for particular purposes and to ensure that the Housing Authority is properly using specific appropriations and grants.

The *enterprise fund financial statements* consist of three documents:

- 1) Statement of Net Assets
- 2) Statement of Revenues, Expenses and Changes in Net Assets
- 3) Statement of Cash Flows

The *Statement of Net Assets* presents information on all of the Housing Authority's assets and liabilities, with the difference between the two reported as net assets. The Statement of Net Assets replaces the Balance Sheet. The new terminology of "net assets" replaces the Balance Sheet terminology of "equity" or "fund balance".

The *Statement of Revenues, Expenses and Changes in Net Assets* presents information showing how the Housing Authority's net assets changed during the fiscal year. All changes in net assets are reported in the proprietary (enterprise) fund financial statements based on full accrual of revenues and expenses, regardless of the timing of cash flows. As a result, the accrual of revenues and expenses as reported in this statement would affect cash flow in future fiscal periods. Revenues, whether received or not, are properly recorded in the fiscal period in which they are earned; expenses, whether paid out or not, are properly recorded in the fiscal period in which the related debt obligation is incurred.

The *Statement of Cash Flows* presents information on cash flows from operating activities, capital and related financing activities, and investing activities. The accrual of revenues and expenses from prior fiscal years would affect the cash flow in the current fiscal period.



The proprietary (enterprise) fund financial statements are on pages 10-12 of this report.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided by this agency in the proprietary (enterprise) fund financial statements. The notes to the financial statements are on pages 13-23 of this report.

PRESENTATION OF CONDENSED FINANCIAL INFORMATION WITH ANALYSIS OF OVERALL FINANCIAL POSITION

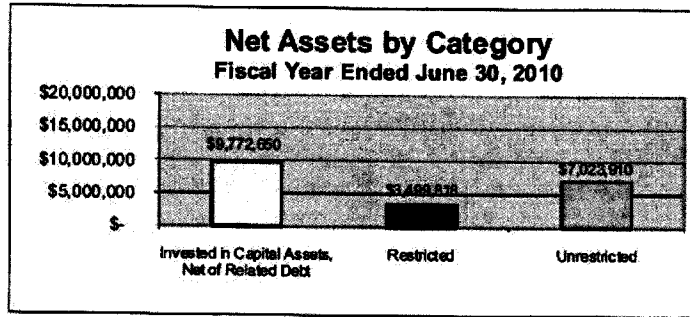
Statement of Net Assets

Financial statements, presented as follows, are shown in a condensed format to compare amounts from the current fiscal year (2010) to amounts from the prior fiscal year (2009). These condensed financial statements are accompanied by charts to illustrate selected aspects of financial information, along with brief narrative analyses.

Housing Authority of the County of Riverside Statement of Net Assets

	2010	2009
ASSETS		
Current Assets:		
Cash	\$ 13,236,530	\$ 8,416,353
Accounts Receivable	132,746	148,307
Due From Other Governments	1,236,957	260,566
Prepaid Expenses	16,856	3,054
Total Current Assets	14,623,089	8,828,280
Noncurrent Assets:		
Restricted Investments	185,724	7,239,311
Capital Assets:		
Land, Structures, and Equipment	44,376,988	42,567,149
Less Accumulated Depreciation	(27,809,227)	(26,116,457)
Capital Assets, net	16,567,761	16,450,692
Total Assets	\$ 31,376,574	\$ 32,518,283
LIABILITIES		
Current Liabilities:		
Accounts Payable	\$ 44,394	\$ 858
Deferred Income	585,657	197,588
Due To Other Governments	7,243	7,116
Other Liabilities	1,626,044	2,375,052
Tenants Security Deposits	179,718	170,754
Accrued Interest Payable	8,049	8,677
Accrued Compensated Absences Payable	97,948	
Bonds Payable - Current Portion	120,000	110,000
Total Current Liabilities	2,669,053	2,870,045
Noncurrent Liabilities:		
Compensated Absences Payable	881,535	879,906
Notes Payable	6,795,110	6,795,110
Bonds Payable	734,498	785,061
Total Noncurrent Liabilities	8,411,143	8,460,077
Total Liabilities	\$ 11,080,196	\$ 11,330,122
NET ASSETS		
Invested in Capital Assets, Net Of Related Debt	\$ 9,772,650	\$ 9,655,584
Restricted	3,499,818	5,685,621
Unrestricted	7,023,910	5,846,956
Total Net Assets	\$ 20,296,378	\$ 21,188,161





As previously illustrated by the Statement of Net Assets, the Housing Authority ended the fiscal year of operations with assets of \$31,376,574 and liabilities of \$11,080,196 resulting in net assets of \$20,296,378. These net assets consisted of \$9,772,650 (48%) invested in capital assets such as land, buildings and equipment, net of related debt; \$3,499,818 (17%) in restricted assets; and \$7,023,910 (35%) in unrestricted assets.

The ending net assets of \$20,296,378 represent a decrease in net assets of \$891,783 from the prior fiscal year's ending net assets of \$21,188,161.

While the majority of the Housing Authority's total net assets is reported as invested in capital assets (\$9,772,650) and is reported as net of related debt as per GASB requirements, it should be noted that the capital assets themselves are not the source to pay for any related debt liabilities; instead, the resources to repay such debt come from operating revenues.

Restricted net assets (\$3,499,818) are reported separately to show legal constraints from debt covenants and program restrictions that limit the Housing Authority's ability to use those net assets for day-to-day operations.

Unrestricted net assets (\$7,023,910) while designated as not having legal or program restrictions include \$7,243 of funds owed back to other governments. Therefore, \$7,016,667 (99.9%) of unrestricted net assets is available for use as working capital in day-to-day operations.

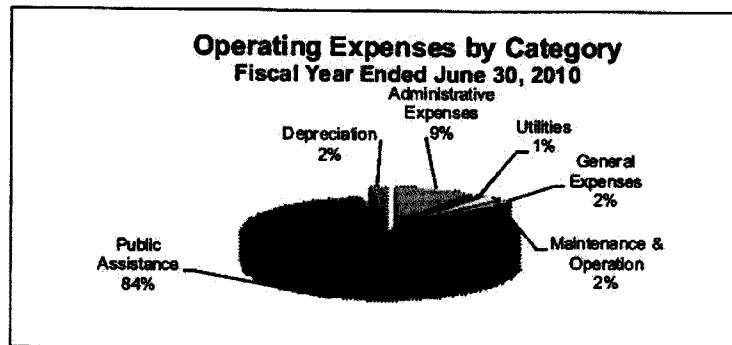
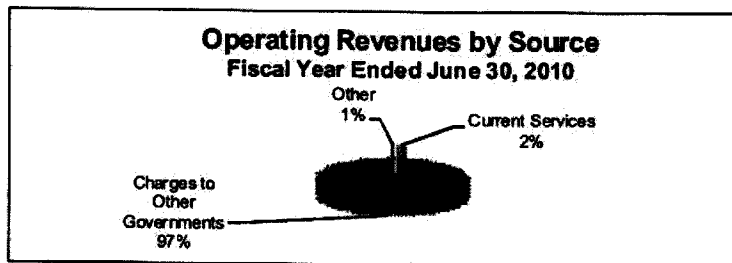


Statement of Revenues, Expenses and Changes in Net Assets

Financial statements, presented as follows, are shown in a condensed format to compare amounts from the current fiscal year (2010) to amounts from the prior fiscal year (2009). These condensed financial statements are accompanied by charts to illustrate selected aspects of financial information, along with brief narrative analyses.

**Housing Authority of the County of Riverside
Statement of Revenues, Expenses, and Changes in Net Assets**

	2010	2009
Operating Revenues:		
Current Services	\$ 1,710,755	\$ 1,710,315
Charges To Other Governments	78,747,410	76,081,175
Other	456,537	759,039
Total Operating Revenues	\$ 78,914,702	\$ 78,550,529
Operating Expenses:		
Administrative Expenses	\$ 7,609,630	\$ 7,752,152
Utilities	599,991	549,440
Maintenance & Operation	1,835,248	2,787,333
General Expenses	1,321,868	1,755,439
Public Assistance	68,356,479	66,577,739
Depreciation	1,692,771	1,734,421
Total Operating Expenses	\$ 81,415,987	\$ 81,156,524
Operating Income (Loss)	\$ (2,501,285)	\$ (2,605,995)
Nonoperating Revenue (Expenses)		
Investment Income	\$ 62,686	\$ 303,325
Interest On Notes And Bonds	(169,162)	(176,555)
Gain (Loss) On Sale Of Property	-	50,376
Total Nonoperating Revenue (Expenses)	(106,476)	177,146
Capital Contribution	1,715,978	-
Change In Net Assets	(891,783)	(2,428,849)
Net Assets-Beginning	21,188,161	23,617,008
Adjustment To Net Assets	-	2
Restated Net Assets - Beginning	21,188,161	23,617,010
Net Assets - Ending	\$ 20,296,378	\$ 21,188,161





As shown by the Statement of Revenues, Expenses and Changes in Net Assets, the Housing Authority's net assets decreased by \$891,783 from the prior fiscal year, which is attributed to the following:

- Increase in Utilities due to higher utility rates for gas, electricity and water.
- Increase in Public Assistance due to higher lease-ups for the Section 8 Voucher Program to meet the goal of leasing at the maximum authorized funding level.
- Decrease in Investment Income as a result of depleting Restricted Cash to fund the increase in Housing Assistance Payments; and the reduction in interest rates.
- Zero Gain (Loss) on Sale of Property because there were no capital assets sold during the fiscal year.

ANALYSIS OF SIGNIFICANT BUDGET VARIANCES

The Housing Authority's fiscal department works closely with the other departments to monitor the annual operating budget throughout the fiscal year in order to avoid over expenditure of available funds. Monthly and quarterly financial documents are prepared to assist in this process.

Comparison of Original Budget and Final Budget

Overall, the original operating budget of \$101,339,518 remained the same from the Original Budget to the Final Budget, as illustrated below.

**Housing Authority of the County of Riverside
Budget Comparison
For the Year Ended June 30, 2010**

	Final Budget	Original Budget	% change
Operating Revenues:			
Current Services	\$ 1,989,527	\$ 1,989,527	0%
Charges To Other Governments	96,449,666	96,449,666	0%
Other	2,704,540	2,704,540	0%
Total Operating Revenues	\$ 101,143,733	\$ 101,143,733	0%
Operating Expenses:			
Administrative Expenses	\$ 12,475,665	\$ 12,475,665	0%
Utilities	580,199	580,199	0%
Maintenance & Operation	19,192,095	19,192,095	0%
General Expenses	1,568,152	1,568,152	0%
Public Assistance	67,543,407	67,543,407	0%
Depreciation	-	-	0%
Total Operating Expenses	\$ 101,339,518	\$ 101,339,518	0%
Operating Income (Loss)	\$ (195,785)	\$ (195,785)	0%
Nonoperating Revenues (Expenses)			
Investment Income	296,137	296,137	0%
Interest On Notes And Bonds	(100,352)	(100,352)	0%
Total Nonoperating Revenue (Expenses)	\$ 195,785	\$ 195,785	0%
Change In Net Assets	\$ -	\$ -	



Comparison of Actual Operating Results and Final Budget

Overall, the actual operating expenses of \$81,415,987 (including depreciation of \$1,692,771 not required to be budgeted) were lower than the final budgeted expenses of \$101,339,518 by about 17%.

**Housing Authority of the County of Riverside
Actuals vs. Budget
For the Year Ended June 30, 2010**

	Actuals	Final Budget
Operating Revenues:		
Current Services	\$ 1,710,755	\$ 1,989,527
Charges To Other Governments	76,747,410	96,449,666
Other	456,537	2,704,540
Total Operating Revenues	\$ 78,914,702	\$ 101,143,733
Operating Expenses:		
Administrative Expenses	\$ 7,609,630	\$ 12,475,665
Utilities	599,991	560,199
Maintenance & Operation	1,835,248	19,192,095
General Expenses	1,321,868	1,568,152
Public Assistance	68,356,479	67,543,407
Depreciation	1,692,771	-
Total Operating Expenses	\$ 81,415,987	\$ 101,339,518
Operating Income (Loss)	\$ (2,501,285)	\$ (195,785)
Nonoperating Revenues (Expenses)		
Investment Income	\$ 62,686	\$ 296,137
Interest On Notes And Bonds	(169,162)	(100,362)
Total Nonoperating Revenue (Expenses)	\$ (106,476)	\$ 195,785
Capital Contribution	1,715,978	-
Change In Net Assets	\$ (891,783)	\$ -

The most significant differences between the actual operating results and final budgeted amounts are explained as follows:

- The decrease in Current Services was a result of vacancies in the Desert Rose Apartments and Public Housing sites.
- The decrease in Charges To Other Governments was due primarily to unrealized budgeted funds for the Neighborhood Stabilization Program (NSP) because revenues set aside by EDA to purchase homes were directly paid to the Escrow Company instead of filtered through the Housing Authority; and most construction and rehabilitation work were not completed and, therefore, not billed and reimbursed at fiscal year end.
- The decrease in Other Revenue occurred because the management and bookkeeping fees charged by the COCC to other programs were included in the Final Budget but were excluded from the Actuals due to HUD's direction in the elimination of reporting these fees as part of the consolidated revenues.
- The decrease in Administrative Expenses was a result of HUD's direction in the elimination of reporting the management fees as part of the consolidated expenses, which were included in the Final Budget. Further, as the hiring control was lifted, budgeted positions were not filled until the later part of the fiscal year.



- The decrease in General Expenses occurred because not all of the homes purchased through NSP were completely rehabilitated and constructed by the end of the fiscal year.
- The increase in Public Assistance was due to increase of lease-ups and HUD's direction to use up Section 8 cash reserves, which resulted in higher Housing Assistance Payments to landlords.
- The expense for Depreciation was included in the Actuals, but excluded from the Final Budget.
- The decrease in Investment Income was due to the reduction of Restricted Cash Reserves to fund additional costs of Public Assistance, therefore, affecting interest income as well.
- The Capital Contribution category includes revenues received for the Capital Fund Program, which were budgeted under Other Revenue but are shown in a separate line in the Financial Statements.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

Overall, at June 30, 2010, the Housing Authority's investment in capital assets, consisting of land, buildings, furniture, and equipment is reported at its net asset value of \$16,567,761, which is the acquisition cost of \$44,376,988 less accumulated depreciation of \$27,809,227. This year, changes in capital assets were due to the improvements to Public Housing sites through the Capital Fund program, and the purchase of five (5) vehicles for the Section 8 Program.

Capital Fund Program

HUD's Capital Fund program provides an annual formula grant to the Housing Authority for major repairs and modernization of HUD affordable housing in the cities of Banning, Beaumont, Desert Hot Springs, Indio, Lake Elsinore, Mecca, Moreno Valley, Perris, Riverside, San Jacinto and Thermal. More detailed information pertaining to capital assets is presented in the notes to the financial statements (Pages 18-19, Note 4).

Long-Term Debt

At the end of the current fiscal year, the Housing Authority had long-term bonds outstanding with a book value of \$734,498. Principal and interest payments continue to reduce the total debt outstanding. More detailed information pertaining to long-term debt is presented in the notes to the financial statements (Page 20, Notes 7 & 8).

CURRENTLY KNOWN FACTS: ECONOMIC FACTORS

The Housing Authority is primarily dependent upon HUD for the funding of operations; therefore, the Housing Authority is affected by the Federal budget. However, the economic downturn in the County of Riverside and the State of California has increased the need for affordable housing as job loss and foreclosures continue to rise.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Housing Authority of the County of Riverside's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Fiscal Manager at the Housing Authority of the County of Riverside, 5555 Arlington Avenue, Riverside, CA 92504.



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

Proprietary (Enterprise) Fund Type
STATEMENT OF NET ASSETS
JUNE 30, 2010

(dollars are in thousands)

ASSETS

Current Assets

Cash	\$	8,916
Cash (restricted)		4,321
Subtotal Cash		<u>13,237</u>
Accounts receivable (Net)		133
Due from other governments		1,237
Prepaid expenses		17
Total Current Assets		<u>14,624</u>

Restricted investments 186

Land, structures, and equipment (net) 16,568

TOTAL ASSETS 31,378

LIABILITIES

Current Liabilities

Accounts payable	45
Deferred income	586
Due to HUD	7
Other liabilities	611
Tenants security deposits	180
Accrued interest payable	8
Compensated absences payable	98
Bonds payable-current portion	120
Total Current Liabilities	<u>1,655</u>

Noncurrent Liabilities

Compensated absences payable	882
Other liabilities	1,015
Notes payable	6,795
Bonds payable	734
Total Noncurrent Liabilities	<u>9,426</u>
TOTAL LIABILITIES	<u>11,081</u>

NET ASSETS

Investment in capital assets, net of related debt	9,773
Restricted	3,500
Unrestricted	7,024
TOTAL NET ASSETS	<u>\$ 20,297</u>



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
Proprietary (Enterprise) Fund Type
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2010

(dollars are in thousands)

REVENUES

Operating Revenues

Current services	\$	1,711
Charges to other governments		76,747
Other		457
Total Operating Revenues		<u>78,915</u>

EXPENSES

Operating Expenses

Personnel services		7,610
Utilities		600
Maintenance & operation		1,835
General expenses		973
Insurance expenses		349
Public assistance		68,356
Depreciation		1,693
Total Operating Expenses		<u>81,416</u>
Operating Income (Loss)		(2,501)

Nonoperating Revenues (Expenses)

Investment income		63
Interest expense on notes and bonds		(169)
Total Nonoperating Revenues (Expenses)		<u>(106)</u>

Capital Contribution

Change in net assets

Capital Contribution		1,716
Change in net assets		(891)
Net Assets - beginning		<u>21,188</u>
Net Assets - ending	\$	<u>20,297</u>



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

Proprietary (Enterprise) Fund Type
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2010

(dollars are in thousands)

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	\$ 2,168
Receipts from grants	76,174
Payments to suppliers	(3,727)
Payments to employees for services	(8,181)
Payments for housing assistance	(68,356)
Net Cash Provided (Used) By Operating Activities	<u>(1,922)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Purchase of capital assets (net of soft costs)	(1,810)
Proceeds from capital contribution grant	1,716
Principal paid on debt	(110)
Interest paid on debt	(169)
Net Cash Provided (Used) By Financing Activities	<u>(373)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of additional restricted investments	(5)
Investment income	63
Net Cash Provided (Used) By Investing Activities	<u>58</u>

Net Increase (Decrease) In Cash (2,237)

CASH AND CASH EQUIVALENTS - Beginning of Year 15,474

CASH AND CASH EQUIVALENTS - Ending of Year \$ 13,237

**Reconciliation of Operating Income (Loss) to Net Cash Provided
(Used) by Operating Activities**

Operating Income (Loss)	\$ (2,501)
Adjustment to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Depreciation	1,693
Amortization of deferred charges	69
Changes in assets and liabilities:	
(Increase) decrease accounts receivable	15
(Increase) decrease due from other governments	(976)
(Increase) decrease prepaid expenses	(14)
Increase (decrease) accounts payable	44
Increase (decrease) deferred income	388
Other	(640)
Total Adjustments	<u>579</u>
Net cash used by operating activities:	<u>\$ (1,922)</u>



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2010

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Reporting Entity

The Housing Authority of the County of Riverside(Authority), a component unit of the County of Riverside, operates as a public authority whose primary goal is to provide decent, safe and sanitary housing in a suitable living environment for families that cannot afford private housing that comply with housing quality standards.

The Authority as a reporting entity operates the following programs:

Public Housing Authority (PHA) Owned Housing Program - Annual Contribution Contract SF-68 (469 Units)

Section 8 Housing Assistance Payment Program – Annual Contribution Contract SF-528 (8,772 units)

Authority Programs – Various housing developments with the assistance of bond and grant funding (94 units)

(b) Basis of Accounting

The books of accounts are maintained on the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable; expenses are recognized in the period incurred.

The Authority applies all applicable Financial Accounting Standards Board (FASB) Statements and Accounting Principles Board (APB) Opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict Governmental Accounting Standards Board (GASB) pronouncements, in which case, GASB prevails.

(c) Proprietary Fund Type

Proprietary funds use the economic resources measurement focus. The accounting objectives are determination of net income, financial position, and cash flows. All assets and liabilities associated with a proprietary fund's activities are included on its statement of net assets.

In addition, the accounting records of the Authority are organized on the basis of funds. Each of the Authority's programs is accounted for in a separate fund.

The basic accounting and reporting entity is a "fund." A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts, including resources, related liabilities, obligations, reserves and equities segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

(d) Revenues

Operating revenues are recognized in the accounting period in which they are earned and become measurable. Intergovernmental grant revenue received for capital acquisitions or construction is reported as operating revenues. Revenues are also derived from dwelling rental income and operating subsidies from HUD.

(e) Expenses

Expenses are recognized in the accounting period in which the related liability is incurred.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

(f) Cash and Investments

Investments are reported in the accompanying statement of net assets at fair value, except for certain investment contracts that are reported at cost because they are not transferable and they have terms that are not affected by changes in market interest rate.

Changes in fair value that occur during a fiscal year are recognized as investment income reported for that fiscal year. Investment income includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity, or sale of investments.

The Authority pools cash and investments of all funds, except for assets held by fiscal agents. Investment income earned by the pooled investments is allocated to certain funds based on those funds's average investment balance.

(g) Fixed Assets

Land, structures, equipment, development projects, and modernization costs are stated at cost. Depreciation is recorded using the straight-line method over the estimated useful life of the asset. Estimated useful lives range from 5-25 years. Fixed assets that cost \$5,000 or more are capitalized.

(h) Employee Leave Benefits

Permanent Authority employees earn from 10 to 20 vacation days a year, depending upon their length of employment, and 13 sick days a year. Employees can carry forward up to the equivalent number of vacation days earned in the immediately preceding thirty-six month period and an unlimited number of unused sick leave days.

Upon termination or retirement, permanent employees are entitled to receive compensation at their current base salary for all unused vacation leave. If an employee retires, the employee is entitled to a portion of accumulated sick leave hours. In no event, however, shall the total payment exceed a sum equal to 960 hours. It is the policy of the Authority to reflect the employee vacation leave benefits liability in the financial statements, and an estimated portion of the sick leave liability.

(i) Insurance Coverage

For apartment managers and temporary employees, the Authority is insured for workers' compensation claims by California Housing Workers' Compensation Authority. Under this program, the pool provides coverage for all claims in accordance with worker's compensation state laws. For permanent Authority employees who are County employees, the County of Riverside self-insures for workers' compensation.

(j) Cash Equivalents

For purposes of the statement of cash flows, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, and have a maturity date at time of purchase of three months or less. Restricted investments are considered cash equivalents as defined above.

(k) Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(l) Subsequent Events

Accounting standards require that Housing Authority of the County of Riverside assess and disclose the date and the basis for that date through which potential subsequent events have been evaluated. The date represents the date the financial statements were issued or were available to be issued. The Authority evaluated all potential subsequent events as of October 26, 2010 when the financial statements were authorized and available to be issued. No subsequent events or transactions were identified after the balance sheet date or as of October 26, 2010 that required disclosure in the financial statements.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

(m) Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Housing Authority of the County of Riverside also follows a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard three levels of inputs that may be used to measure fair value:

- **Level 1:** Observable prices in an active market for identical assets and liabilities.
- **Level 2:** Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full-term of the assets or liabilities.
- **Level 3:** Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Organization currently recognizes all assets and liabilities at Level 1 of the valuation hierarchy unless stated otherwise.

2. CASH AND INVESTMENTS

Cash and investments as of June 30, 2010 are classified in the accompanying financial statements as follows:

Combined Statement of Net Assets:

Cash	\$ 8,915,566
Restricted cash	4,320,964
Restricted investments	185,724
Total cash and investments	<u>\$ 13,422,254</u>

Cash and investments consisted of the following:

Deposits with financial institutions	\$ 4,675,885
Local Agency Investment Fund	8,560,645
Investments	185,724
Total cash and investments	<u>\$ 13,422,254</u>

Required Note Disclosures

Acknowledging that deposits and investments of state and local governments are subject to various risks, the Governmental Accounting Standards Board Statement 40 (GASB 40) requires note disclosures about investment policies and five deposit and investment risks identified as custodial credit risk, credit risk, concentration of credit risk, interest rate risk and foreign currency risk. Since the County of Riverside elected to implement GASB 40 in Fiscal year 2004, the Housing Authority, a component unit of the County of Riverside, was required to implement GASB 40 for Fiscal Year 2004 as well.

Investment Policy

In October 1999 (Fiscal Year 2000), the Board of Commissioners of the Housing Authority formally adopted the Investment Policy, which was updated, approved and in effect on June 30, 2010. This Investment Policy identifies the specific types of deposits and investments which are authorized by that Investment Policy, by the Department of Housing and Urban Development (HUD) and by the California Government Code (CGC).

The Investment Policy of the Housing Authority does not name the five specific deposit and investment risks identified by GASB 40, but this Investment Policy does address these risks in principal by stating that it shall be the policy of the Housing Authority to invest funds in a manner which will provide the maximum safety, liquidity and reasonable investment return while meeting the daily cash flow demands of the Housing Authority and conforming to all statutes governing the investment of Housing Authority funds.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Authorized Types of Deposits and Investments

All types of deposits with financial institutions and all types of investments made by the Housing Authority during Fiscal Year 2010 were authorized by its own Investment Policy, by HUD and by the CGC. The type and value of these deposits with financial institutions and investments as of June 30, 2010 are identified below.

Deposits with Financial Institutions

Insured Demand Deposit Accounts

Bank of America	\$ 3,943,075	84.33%
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Other Deposit Accounts

County of Riverside	364,767	7.80%
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Petty Cash	1,300	0.03%
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Insured Money Market Deposit Accounts

Bank of America	366,743	7.84%
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Total Insured Deposits	\$ 4,675,885	100.00%
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Disclosure Required for Risks Related to Deposits with Financial Institutions

Custodial Credit Risk

For deposits, custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The Investment Policy of the Housing Authority, HUD and the California Government Code do not address legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure such deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investments

State Depository Funds

Local Agency Investment Fund (LAIF)	\$ 8,560,645	97.9%
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Trustee Indenture Funds

US Bank Debt Service Funds	185,724	2.1%
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Total Investments	\$ 8,746,369	100.0%
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Disclosure Required for Risks Related to Investments

State Depository Funds

All Housing Authority funds on deposit with the Local Area Investment Fund (LAIF) are subject to the California Government Code (CGC). All securities purchased by the LAIF are purchased under the authority of CGC Section 16430 and 16480.4. CGC Section 16429.3 states that money placed with the state treasurer for deposit in the LAIF shall not be subject to transfer, loan or impoundment by any state official or state agency. CGC Section 16429.4 states that the right of a qualified government agency to withdraw its deposited money from the LAIF upon demand may not be altered, impaired, or denied in any way by any state official or state agency based upon the State's failure to adopt a State Budget by July 1 of each new fiscal year.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Trustee Indenture Funds

All Housing Authority funds in the possession of US Bank, designated bond trustee, are subject to written debt agreements. US Bank, by written agreement with the Housing Authority, is required to put all available debt service funds of the Housing Authority into their First American Treasury Obligations Fund (Money Market Class Y Shares), which is invested exclusively in short-term US Treasury obligations and repurchase agreements secured by US Treasury obligations.

Custodial Credit Risk

For investments, custodial credit risk is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

All Housing Authority funds invested in LAIF and in Trustee Indenture Funds are subject to the California Government Code and to written debt agreements, respectively, and are not subject to any significant degree of custodial credit risk.

Credit Risk

For investments, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment.

All Housing Authority funds invested in LAIF and in Trustee Indenture Funds are subject to the California Government Code and to written debt agreements, respectively, and are not subject to any significant degree of credit risk.

Concentration of Credit Risk

For investments, concentration of credit risk is the risk associated with the Authority having 5% or more of total investments with any one issuer.

The Housing Authority has 97.9% (\$8,560,645) of its investments in LAIF, which is subject to the California Government Code which places no limits on the amount of funds the Housing Authority may invest in LAIF.

Interest Rate Risk

For investments, interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of or cash flow from an investment.

All Housing Authority funds invested in LAIF and any required cash flows from LAIF are subject to the California Government Code and are not subject to any significant degree of interest rate risk.

All Housing Authority funds invested in Trustee Indenture Funds are subject to written debt agreements and are not subject to any significant degree of interest rate risk.

Foreign Currency Risk

For investments, foreign currency risk is the risk that changes in the value of foreign currency will adversely affect the fair value of an investment.

All Housing Authority funds invested in LAIF and in Trustee Indenture Funds are subject to the California Government Code and to written debt agreements, respectively, and are not subject to any significant degree of foreign currency risk.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

3. **ACCOUNTS RECEIVABLE**

Accounts receivable (net) includes tenant receivables (less allowance for bad debt), interest receivable, miscellaneous receivables, and other receivables which include due from other funds (internal) and due from other governments, as following:

Accounts receivable (net)

Tenant receivables

Current tenants	\$ 14,513
Noncurrent tenants	100,903
Gross tenant receivable	<u>115,416</u>
Less: allowance for bad debt	<u>(3,808)</u>
Net tenant receivables	111,608

Interest receivable	14,355
Miscellaneous receivables	<u>6,783</u>

Total accounts receivable (net) **132,746**

Other receivables

Due from other governments 1,236,957

Grand Total Receivables (net) **\$ 1,369,703**

4. **LAND, STRUCTURES, AND EQUIPMENT**

A summary of the land, structures and equipment for the year ended June 30, 2010 is as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Non-depreciable Capital Assets:				
Land	\$ 3,631,036	\$ -	\$ -	\$ 3,631,036
Development work-in-progress	1,223,077	1,885,946	(668,805)	2,440,218
Subtotal	<u>4,854,113</u>	<u>1,885,946</u>	<u>(668,805)</u>	<u>6,071,254</u>
Depreciable Capital Assets:				
Buildings and improvements	36,687,924	507,000	-	37,194,924
Equipment	1,025,112	85,698	-	1,110,810
Subtotal	<u>37,713,036</u>	<u>592,698</u>	<u>-</u>	<u>38,305,734</u>
Total Capital Assets	<u>42,567,149</u>	<u>2,478,644</u>	<u>(668,805)</u>	<u>44,376,988</u>
Accumulated depreciation				
Buildings	(25,233,445)	(1,636,300)	-	(26,869,745)
Equipment	(883,011)	(56,471)	-	(939,482)
Subtotal	<u>(26,116,456)</u>	<u>(1,692,771)</u>	<u>-</u>	<u>(27,809,227)</u>
Total	<u>\$ 16,450,693</u>	<u>\$ 785,873</u>	<u>\$ (668,805)</u>	<u>\$ 16,567,761</u>

Depreciation expense for the year ended June 30, 2010 was \$1,692,771.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Implementation of Governmental Accounting Standards Board (GASB) Pronouncements:

Governmental Accounting Standards Board No. 51 Accounting and Financial Reporting for Intangible Assets. This Statement requires the inclusion of intangible assets as capital assets for accounting and financial reporting purposes.

The Housing Authority does not possess any assets that may be considered intangible assets, whether purchased or internally-generated. Therefore, this GASB Statement has no financial impact to the Housing Authority's financial statements.

5. REVENUE BONDS PAYABLE

Refunding Revenue Bonds 1998 Series A

On January 27, 1998, the Authority issued \$2,405,000 of Refunding Revenue Bonds, 1998 Series A (Corona Project). The bonds were issued to provide a portion of the funds needed to advance refund \$52,270,000 of outstanding Revenue Bonds, Issue A of 1988. The net proceeds of this bond issue were used, together with \$45,674,896 received from the sale of certain property plus certain reserve and sinking fund monies, to purchase U.S. Government Securities. These securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt services payments on the Revenue Bonds, Issue A of 1988. As a result, the Revenue Bonds, Issue A of 1988, are considered to be defeased and the liability for those bonds has been removed from the Authority Project's statement of net assets.

The advance refunding resulted in a difference between the reacquisition price and the net carrying amount of the old debt of \$1,388,754. This difference, reported in the accompanying financial statements as a deduction from bonds payable, is being charged to operations through the year 2018 using the straight-line method. The economic gain or loss that resulted from this advance refunding is not available.

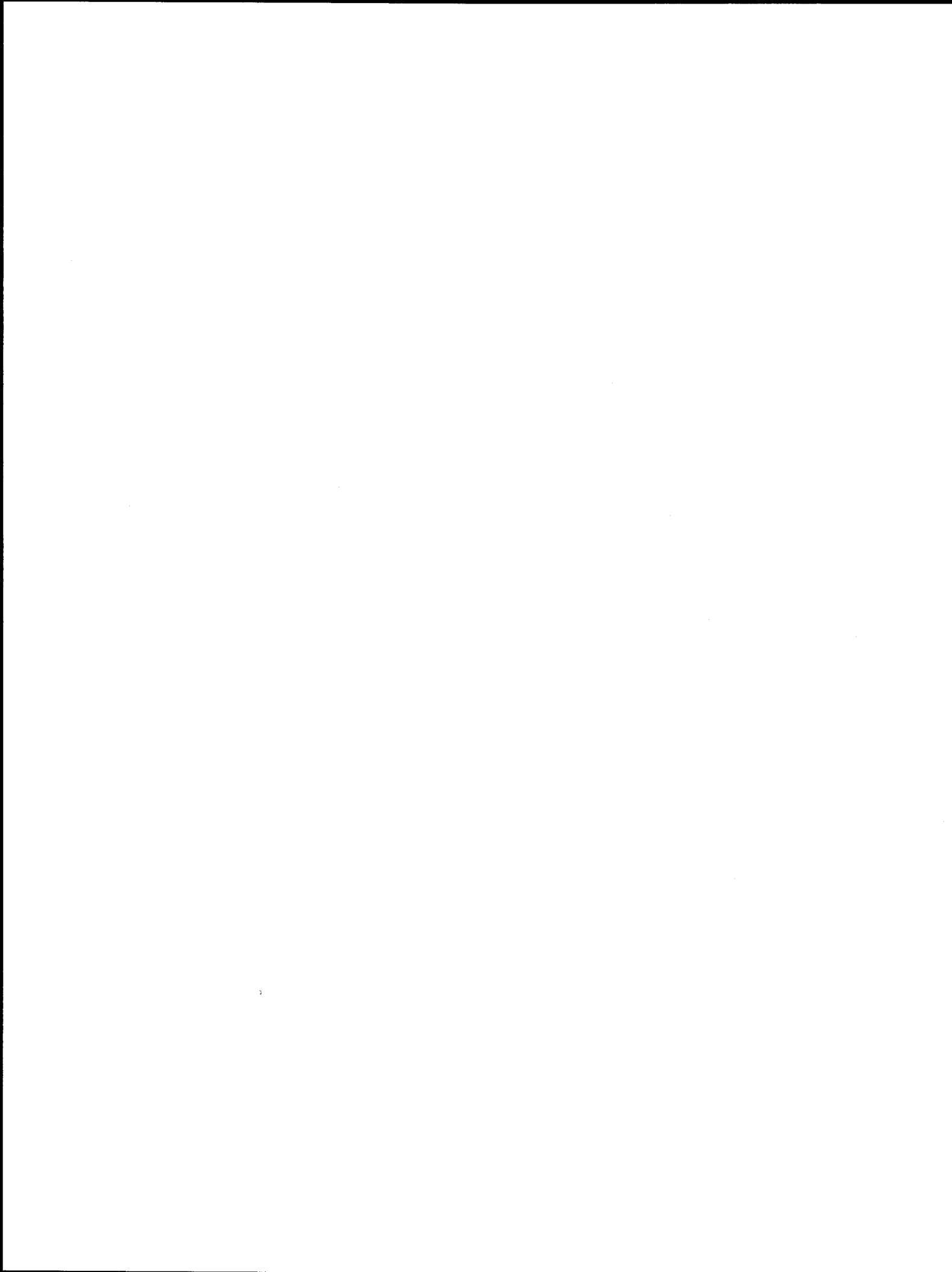
The 1998 bonds consist entirely of term bonds of which \$1,115,000 of the term bonds mature on December 1, 2010 and accrue interest at 6.25%. The remaining \$1,290,000 of term bonds mature on December 1, 2018 and accrues interest at 6.85%. Interest on the bonds is payable semiannually on June 1 and December 1 of each year, commencing June 1, 1998. The bonds maturing December 1, 2010 and December 1, 2018 are subject to mandatory sinking fund redemption beginning on December 1, 1998 in amounts ranging from \$80,000 to \$200,000. The redemption price is equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption.

Implementation of Governmental Accounting Standards Board (GASB) Pronouncements:

Governmental Accounting Standards Board No. 48 Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues. This Statement establishes criteria that governments will use to determine whether certain transactions should be regarded as a sale or a collateralized borrowing. Such transactions are likely to comprise the sale of delinquent taxes, certain mortgages, student loans, or future revenues.

The Housing Authority's 1998 bonds are secured by an agreement with the City of Corona, which has pledged to pay \$218,000 to the Housing Authority each year until the bonds are redeemed in their entirety on December 1, 2018. The bond indenture requires the Housing Authority to remit the entire \$218,000 received each year to the bond trustee to pay for the bond's annual debt service payments, which in Fiscal Year 2010 were \$110,000 (principal) and \$100,353 (interest).

The Housing Authority reports the \$218,000 received each year as revenue. In Fiscal Year 2010, the \$218,000 represented about 0.26% of the total revenues of the Housing Authority. MBIA Insurance Corporation has issued a surety bond in lieu of a cash funded reserve. The outstanding balance as of June 30, 2010 before applying the deferred charge was \$1,410,000.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

6. INTEREST PAYABLE

The accrued interest payable consists of unpaid interest accrued on outstanding bonds and notes that are due and payable within one year of the balance sheet date. Below is a summary of the accrued interest payable balance at June 30, 2010:

Revenue Bonds – 1998 Series A \$ 8,049

7. LONG-TERM BONDS PAYABLE

The following is a schedule of changes in long-term bonds payable for the year ended June 30, 2010:

	Balance at	Principal		Balance at
	June 30, 2009	Additions	Deletions	June 30, 2010
1998 Series A	\$ 1,520,000	\$ -	\$ (110,000)	\$ 1,410,000
Deferred charges	(624,939)	-	69,437	(555,502)
Less current portion	(110,000)	(120,000)	110,000	(120,000)
Totals	\$ 785,061	\$ (120,000)	\$ 69,437	\$ 734,498

8. DEBT SERVICE REQUIREMENTS TO MATURITY

The annual requirements to amortize outstanding long-term bonds payable of the Authority as of June 30, 2010 are as follows:

Year ending June 30	1998 Series A
2011	\$ 212,475
2012	209,084
2013	210,179
2014	210,589
2015	210,314
2015-2019	834,119
Total Debt Service	1,886,760
Less: Interest payments	(476,760)
Outstanding Principal	1,410,000
Less: Current portion	(120,000)
Subtotal	1,290,000
Less: Deferred Charges	(555,502)
Balance Long Term	\$ 734,498

9. ARBITRAGE REBATE TO FEDERAL AGENCY

The Internal Revenue Code of 1986, Sections 103 and 141 through 150, details the amount of interest earnings an issuer of tax-exempt bonds can earn on the proceeds. The interest earnings rate cannot exceed the yield on the tax-exempt revenue bonds. The issuer is required to rebate to the federal government any excess earnings.

Every fifth year, until the last revenue bond is paid or redeemed, an arbitrage calculation is required and an installment is due. At least ninety percent of the arbitrage calculation is required to be paid at the installment due date. As of June 30, 2010, no arbitrage payments were owed; therefore, none were paid.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

10. RETIREMENT PLANS

The Authority contributes through the County of Riverside to the California Public Employees Retirement System (PERS), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public agencies within the State of California.

All full-time, part-time and seasonal benefited County employees are eligible to participate in the system. Benefits are vested after five years of service. Eligible County employees who retire at or after fifty years of age with five years of credited service are entitled to an annual retirement benefit, payable monthly for life. The County makes the contribution required of County employees hired prior to January 9, 1992 on their behalf and for their account. Miscellaneous County employees hired after the above date make their own contributions for the first five years.

On May 22, 2001 the County Board of Supervisors approved and authorized action to transition employees of the Authority to become County employees retroactive to May 3, 2001. These employees became subject to the provisions of the PERS retirement plan with no carry over vesting in years of service from the prior retirement plan. On May 17, 2006, employees of the Housing Authority who were hired prior to May 3, 2001 were 100% vested in the PERS retirement plan after 5 years of uninterrupted service.

The following information summarizes plan activity for the fiscal year ending June 30, 2010:

Total Authority Gross Salaries:	\$ 5,885,006
Total Authority Regular Salaries Subject to PERS:	4,661,989
Total Authority Contributions Required and Paid:	937,429

Before Authority employees became County employees, the Authority fully funded a defined contribution pension plan on behalf of qualified employees and for their account. During the current fiscal year, the Authority participated in the PERS plan through the County of Riverside and was not required and did not make any contributions to the prior plan. In August 2002 the prior pension plan was formally terminated and plan assets were distributed to the entitled employees in accordance with written instructions as specified by each current or former employee.

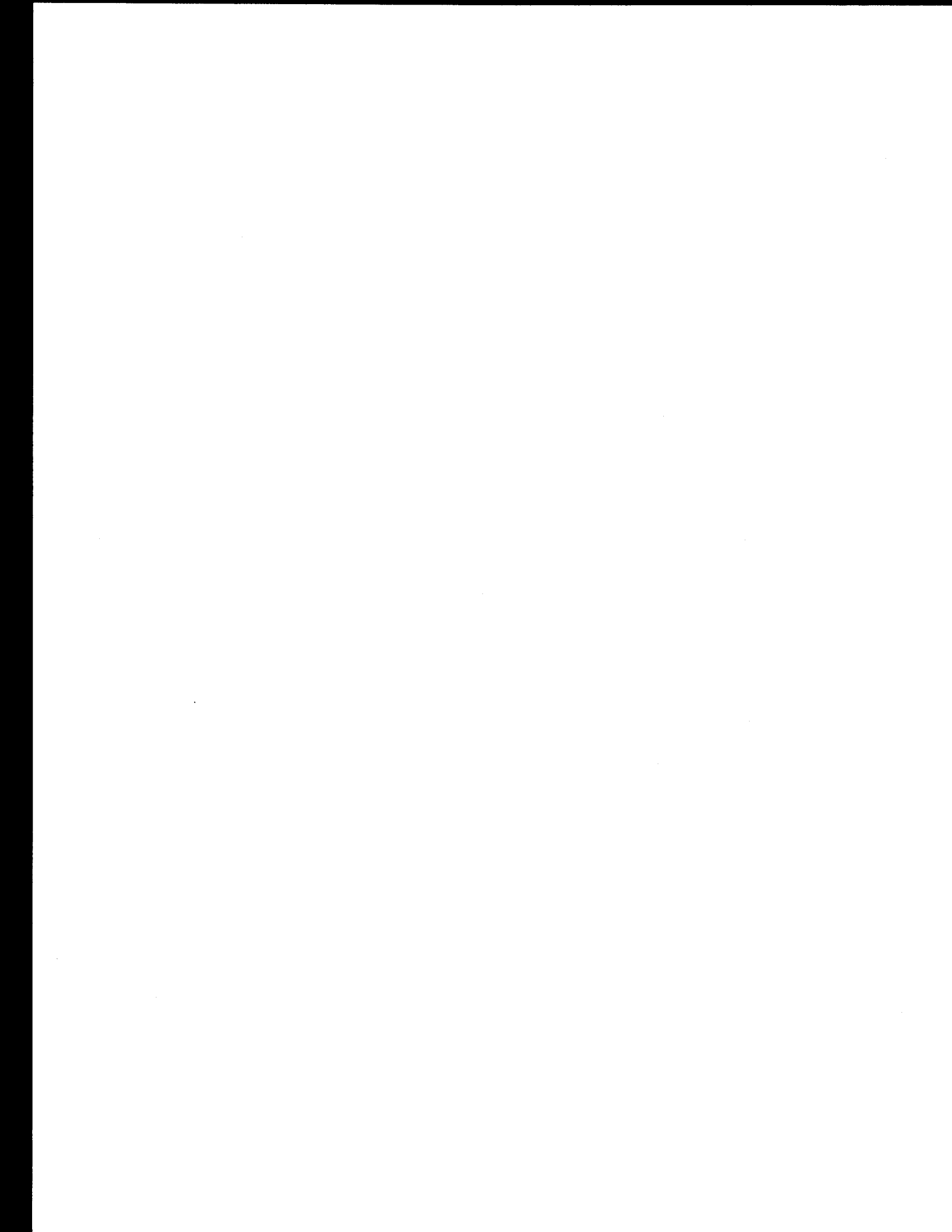
Implementation of Governmental Accounting Standards Board (GASB) Pronouncements:

Governmental Accounting Standards Board No. 45 Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions. This Statement requires that the state and local governmental employers recognize the annual cost of other nonpension benefits (OPEB) in the same manner they do for pensions. Disclosure requirements include funding policy followed, the actuarial valuation process and assumptions.

The Housing Authority does not offer postemployment healthcare to current staff. As employees of Riverside County, Housing Authority employees receive retirement benefits through PERS, as disclosed in the County of Riverside's Comprehensive Annual Financial Report (CAFR).

Governmental Accounting Standards Board No. 50 Pension Disclosures.

The County of Riverside has implemented GASB 50 and its effect is on the County's financial statements. The required disclosures are included in the County of Riverside's CAFR, since such information is unavailable to the Housing Authority.



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

11. NOTES PAYABLE

In Fiscal Year 2006, the ownership of the Ripley Migrant Center property was transferred from the State of California to the Housing Authority. Title of the property was granted to the Housing Authority in consideration of a Note Payable to the U.S. Department of Agriculture (USDA) for \$3,795,110 and another Note Payable to the State Farmer Housing Grant Program for the award of \$3,000,000. The total Notes Payable of \$6,795,110, which was set as the value of the buildings, is not subject to any liens and encumbrances as long as the construction, development, rehabilitation and operation of the rental units are fulfilled for a period of 20 years.

USDA Rural Development	\$ 3,795,110
Farmworker Housing Grant	<u>3,000,000</u>
Total	<u>\$ 6,795,110</u>

In Fiscal Year 2007, the Housing Authority received a grant of \$1,000,000 from the Riverside County Redevelopment Agency (RDA) as contribution to the rehabilitation cost of the Ripley Migrant Center.

In addition, the RDA agreed to loan \$7,500,000 to the Housing Authority for the construction, rehabilitation and maintenance of the Ripley Migrant Center. In FY 2008, the Board of Commissioners approved the conversion of the RDA loan to a grant for the full amount.

As of June 30, 2009 the rehabilitation of the Ripley Migrant Center, renamed as Desert Rose Apartments, was 100% complete. In Fiscal Year 2010, the waiting list was kept open for lease-up.

12. BOND CONDUIT FINANCING

The Authority is associated with the issuance of the following tax exempt Mortgage Revenue Bonds (Bonds) that were issued for various development firms. The Bonds are not and will never become general obligations of the issuer but are limited obligations of the issuer and are payable solely from the sources set forth in the indenture. The Bonds and the premium, if any, and interest thereon do not and never shall constitute a debt or an indebtedness or an obligation of the issuer or the State of California (State) or any other political subdivision of the State or a loan of the faith or credit or the taxing power of any of them, within the meaning of any constitutional or statutory provisions, nor shall the Bonds be construed to create any moral obligation on the part of the issuer, the State or any other political subdivision of the State with respect to the payment of the Bonds. The Bonds shall not be payable from the general revenues of the issuer and in no event shall the Bonds be payable out of any funds or properties other than those specifically pledged therefor. The issuer has no taxing power. As of June 30, 2010, the outstanding balances of these Revenue Bonds are as follows:

Description	Issue Date	Final Maturity Date	Amount of Issue	Outstanding Balance June 30, 2010
Tyler Village, Series C	1999	2027	\$ 9,000,000	\$ 9,000,000
Amanda Park Apartments, Series A & B	1989	2019	20,000,000	20,000,000
Victoria Springs, Issue C	1989	2019	9,600,000	9,000,000
Mt. View, Series D	1995	2025	5,525,000	4,325,000
Ridgecrest, Series B	1999	2032	5,865,000	5,780,000
Ridgecrest, Series B-T	1999	2010	640,000	-
Wildomar, Series A	1999	2029	6,700,000	5,015,000
Mission Village, Series A-1	2008	2040	3,019,918	3,019,918
Mission Village, Series A-2	2008	2010	8,180,082	8,180,082
Total Issuances			<u>\$ 68,530,000</u>	<u>\$ 64,320,000</u>



NOTES TO FINANCIAL STATEMENTS (CONTINUED)

13. OTHER PROGRAM AWARDS

The Neighborhood Stabilization Program (NSP) was enacted under Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA) and appropriated under Community Development Block Grant (CDBG) funds for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. The intent of NSP is to stabilize neighborhoods in areas with greatest need and to stem the decline of house values of neighborhood homes in the County of Riverside.

On November 25, 2008, the Board of Supervisors approved the activity of acquisition, rehabilitation, and resale of housing units as a component of NSP. The 2008-2009 One Year Action Plan of the 2004-2009 Five year Consolidated Plan calls for the County of Riverside to partner with eligible public and private non-profit organizations.

The County's Economic Development Agency (EDA), through its CDBG program, was awarded \$48 million in NSP funding. EDA publicized a Notice of Funding Availability (NOFA) on March 17, 2009 for the purpose identified above.

The Housing Authority applied for and was awarded a total of \$5.4 million of NSP funds. The total award consists of \$2.4 million designated for Cathedral City, and \$3 million for Target Areas within Lake Elsinore, Canyon Lake, Temecula, Beaumont, Rubidoux, Murrieta, San Jacinto, Home Gardens, and French Valley.

In Fiscal Year 2010, the Housing Authority purchased 26 homes for a total of \$4,101,569, which were paid for directly by EDA to the escrow company. The Housing Authority received \$13,472 as reimbursement for planning and construction costs expended during the rehabilitation of some of the homes.

14. OTHER LIABILITIES

Other liabilities include accrued liabilities as follows:

Accrued payroll expenses	\$	345,517
Accrued general expenses		123,430
Accrued board ancillary costs		60,166
Accrued insurance expenses for April 2010 through June 2010		30,546
Accrued audit costs for fiscal year ending June 30, 2010		26,735
Accrued expenses for the HOPWA program		24,929
Total Issuances	\$	<u>611,323</u>

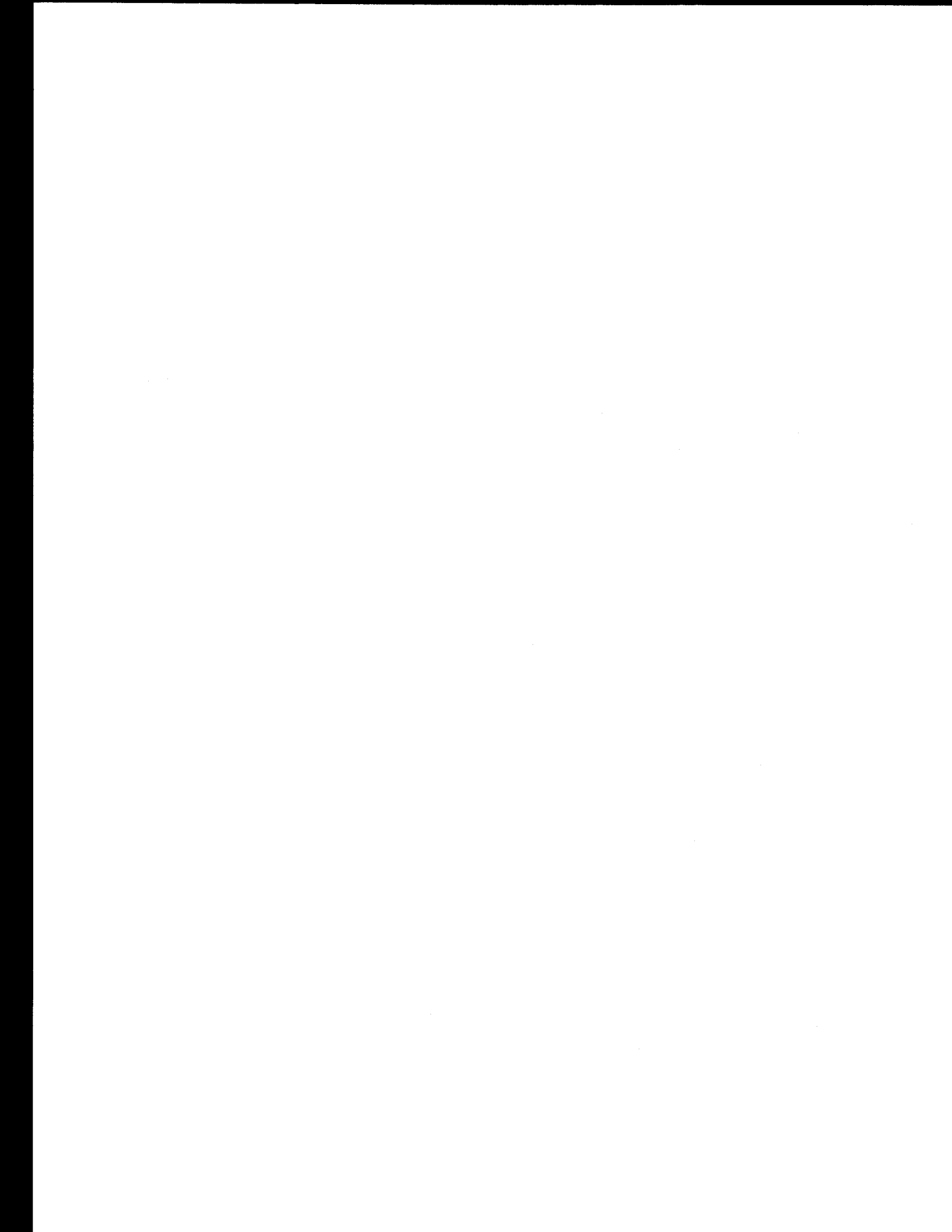
15. IMPLEMENTATION OF OTHER GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) PRONOUNCEMENTS

GASB No. 53 Accounting and Financial Reporting for Derivative Instruments.

This Statement requires state and local governments to recognize, measure, and disclose certain complex financial arrangements to manage specific risks or to make investments. The Housing Authority did not enter into investments identified as derivative instruments; therefore, this Statement has no financial impact to the Housing Authority's financial statements.

GASB No. 58 Accounting and Financial Reporting for Chapter 9 Bankruptcies.

This statement requires financial reporting from government agencies that have petitioned for protection from creditors by filing for bankruptcy under Chapter 9 of the United States Bankruptcy Code. The Housing Authority did not file for bankruptcy; therefore, this Statement has no financial impact to the Housing Authority's financial statements.



SUPPLEMENTARY FINANCIAL INFORMATION



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
COMBINING STATEMENT OF NET ASSETS- ALL PROGRAMS
JUNE 30, 2010

ASSETS	Public Housing Program	Section 8 Program	Authority Program	Inter-Program Eliminating Entries	Totals
Cash	\$ 1,723,861	\$ 3,071,312	\$ 4,120,393	\$ -	\$ 8,915,566
Restricted cash	-	3,954,221	366,743	-	4,320,964
Accounts receivable (Net)	99,034	13,354	20,358	-	132,746
Due from other funds	7,242	-	1,400,677	(1,407,919)	-
Due from other governments	21,085	58,173	1,157,699	-	1,236,957
Prepaid expenses	671	8,315	7,870	-	16,856
Restricted investments	-	-	185,724	-	185,724
Land, structures & equipment	33,948,524	494,272	9,934,192	-	44,376,988
Accumulated Depreciation	(23,593,238)	(378,970)	(3,837,019)	-	(27,809,227)
TOTAL ASSETS	12,207,179	7,220,677	13,356,637	(1,407,919)	31,376,574
LIABILITIES					
Accounts payable	\$ 587	\$ 43,807	\$ -	-	44,394
Deferred income	-	-	585,657	-	585,657
Due to other funds	7,242	-	1,400,677	(1,407,919)	-
Due to HUD	-	7,243	-	-	7,243
Other liabilities	197,884	1,175,682	252,478	-	1,626,044
Tenants security deposits	147,874	-	31,844	-	179,718
Accrued interest payable	-	-	8,049	-	8,049
Compensated absences payable	152,733	363,349	463,401	-	979,483
Bonds payable	-	-	854,498	-	854,498
Notes payable	-	-	6,795,110	-	6,795,110
TOTAL LIABILITIES	506,320	1,590,081	10,391,714	(1,407,919)	11,080,196
NET ASSETS					
Investment in capital assets, net of related debt	10,355,285	115,302	(697,937)	-	9,772,650
Restricted	-	3,314,094	185,724	-	3,499,818
Unrestricted	1,345,574	2,201,200	3,477,136	-	7,023,910
TOTAL NET ASSETS	\$ 11,700,859	\$ 5,630,596	\$ 2,964,923	\$ -	\$ 20,296,378



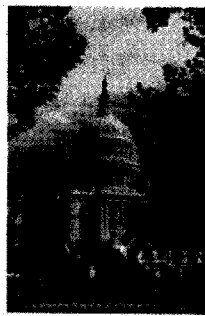
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS- ALL PROGRAMS FOR THE YEAR ENDED JUNE 30, 2010

	Public Housing Program	Section 8 Program	Authority Program	Inter-Program Eliminating Entries	Totals
REVENUES					
Operating Revenues					
Dwelling rental	\$ 1,491,757	\$ -	\$ 218,998	\$ -	\$ 1,710,755
Contributions	1,420,316	71,722,884	3,604,210	-	76,747,410
Management fees	-	-	2,595,750	(2,595,750)	-
Other revenue	130,185	147,682	178,670	-	456,537
Total Operating Revenues	3,042,258	71,870,566	6,597,628	(2,595,750)	78,914,702
EXPENSES					
Operating Expenses					
Personnel services	1,011,695	6,501,048	2,692,637	(2,595,750)	7,609,630
Utilities	410,012	-	189,979	-	599,991
Maintenance & operation	1,367,729	84,120	383,399	-	1,835,248
General expenses	59,017	146,823	766,677	-	972,517
Insurance expenses	251,877	3,637	93,837	-	349,351
Housing assistance payments	-	66,250,571	2,105,908	-	68,356,479
Depreciation	1,220,028	27,315	445,428	-	1,692,771
Total Operating Expenses	4,320,358	73,013,514	6,677,865	(2,595,750)	81,415,987
Operating Income (Loss)	(1,278,100)	(1,142,948)	(80,237)	-	(2,501,285)
Nonoperating Revenues (Expenses)					
Investment income	10,084	37,376	15,226	-	62,686
Interest expense on notes and bonds	-	-	(169,162)	-	(169,162)
Gain (loss) on sale of property	-	-	-	-	-
Transfers	(14,856)	-	14,856	-	-
Total Nonoperating Revenues (Expenses)	(4,772)	37,376	(139,080)	-	(106,476)
Capital Contribution	1,715,978	-	-	-	1,715,978
Change in net assets	433,106	(1,105,572)	(219,317)	-	(891,783)
Net Assets - Beginning	11,267,753	6,736,168	3,184,240	-	21,188,161
Net Assets - Ending	\$ 11,700,859	\$ 5,630,596	\$ 2,964,923	\$ -	\$ 20,296,378



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

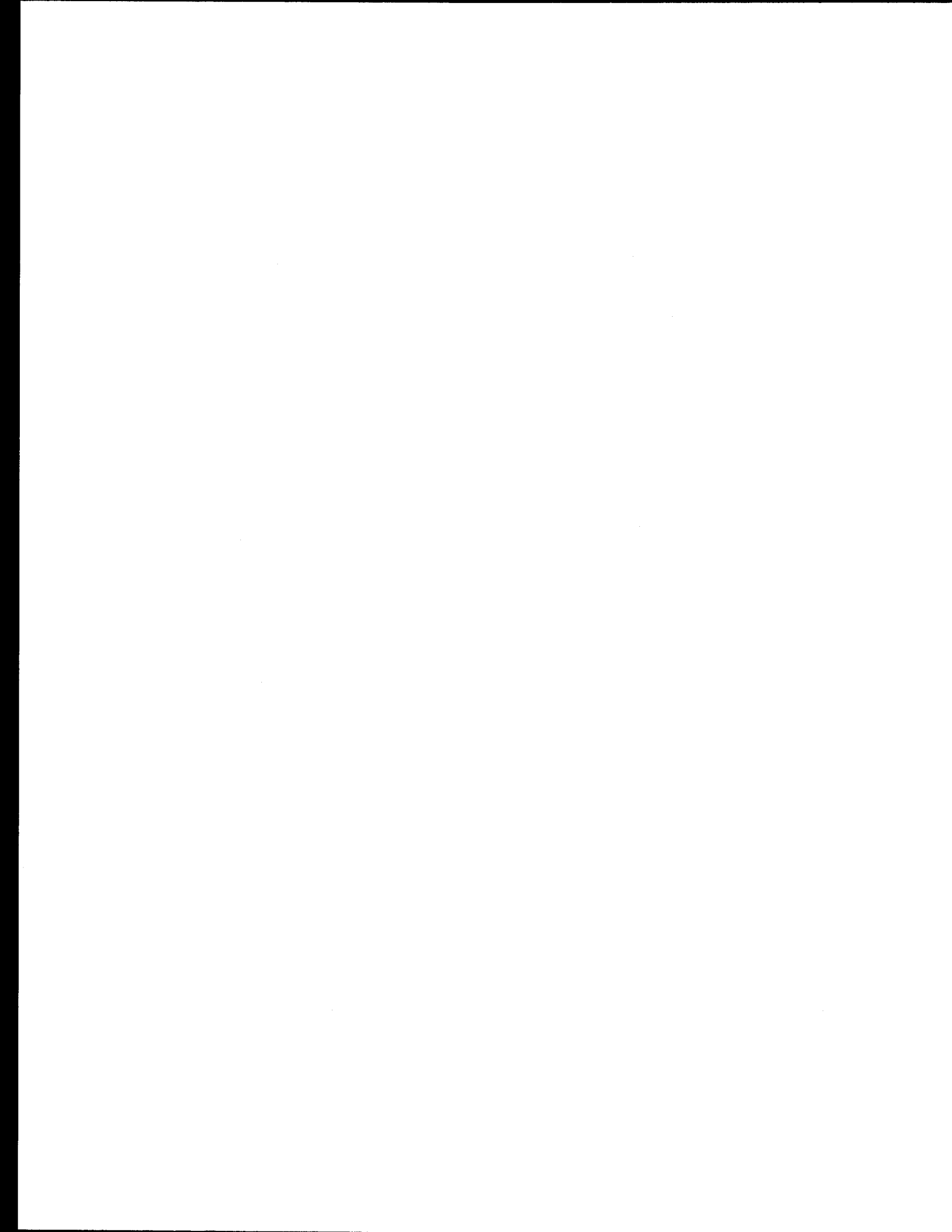


SINGLE AUDIT REPORT

YEAR ENDED JUNE 30, 2010



SMITH MARION & CO.
CERTIFIED PUBLIC ACCOUNTANTS



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
SINGLE AUDIT REPORT
FOR THE YEAR ENDED JUNE 30, 2010

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SMITH MARION & CO.
AN ACCOUNTANCY CORPORATION

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Board of Supervisors
Housing Authority of the County of Riverside

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

We have audited the financial statements of the Housing Authority of the County of Riverside (Authority), as of and for the year ended June 30, 2010, and have issued our report thereon dated October 26, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing the assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a significant deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

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REPORT ON COMPLIANCE GOVERNMENTAL AUDITING STANDARDS (Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant awards, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended for the information of the Authority's management, the audit committee, federal awarding agencies, and pass-through entities and is not intended to be used and should not be used by anyone other than these specified parties.

Smith Marinko
October 26, 2010





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AN ACCOUNTANCY CORPORATION

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**Board of Supervisors
Housing Authority of the County of Riverside**

**REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM,
INTERNAL CONTROL OVER COMPLIANCE AND ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS IN ACCORDANCE WITH OMB CIRCULAR A-133**

Compliance

We have audited the compliance of the Housing Authority of the County of Riverside(Authority) with the types of compliance requirements described in the *OMB Circular A-133, Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2010. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the Authority's management. Our responsibility is to express an opinion on the Authority's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Authority's compliance with those requirements.

In our opinion, the Authority complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2010.

Internal Control Over Compliance

The management of the Authority is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the Authority's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

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REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM (Continued)


A deficiency in internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing the assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a significant deficiency, or combination of significant deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the Authority as of and for the year ended June 30, 2010, and have issued our report thereon dated October 26, 2010. Our audit was performed for the purpose of forming an opinion on the general-purpose financial statements taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the general purpose financial statements. Such information has been subjected to the auditing procedures applied in the audit of the general purpose financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the general purpose financial statements taken as a whole.

This report is intended for the information of the Authority's management, federal awarding agencies, and pass-through entities and is not intended to be used and should not be used by anyone other than these specified parties.


October 26, 2010



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2010

FEDERAL PROGRAM	CFDA Number	Program Number	Program Expenditures
U S Department of Housing and Urban Development (HUD)			
Public Housing Assistance:			
Public Housing Operations		CA02700105J	\$ 1,261,011
Subtotal	14.850		<u>1,261,011</u>
Capital Fund Program		CA16P027 50106	76,191
Capital Fund Program		CA16P027 50107	346,509
Capital Fund Program		CA16P027 50108	530,457
Capital Fund Program		CA16P027 50109	12,091
Subtotal	14.872		<u>965,248 *</u>
ARRA Stimulus		CA16S027 50109	910,035
Subtotal	14.885		<u>910,035 *</u>
Total Public Housing Programs			<u><u>3,136,294</u></u>
Section 8 Housing Assistance:			
VASH	14.VSH	CA027VASH	498,624
Moderate Rehabilitation Program		CA027MR 0004	432,881
Moderate Rehabilitation Program		CA027MR 0010	160,929
Subtotal	14.856		<u>593,810</u>
Mainstream Voucher Program		CA027DV	287,279
Housing Choice Voucher Program		CA027VO	70,343,171
Subtotal	14.871		<u>70,630,450 *</u>
Total Section 8 Housing Programs			<u><u>71,722,884</u></u>
El Dorado		CA027REF105A006	14,186
Desert Hot Springs/Cathedral City		CA027RPS093A008	50,163
Resident Opportunity and Self Sufficiency	14.875		<u>64,349</u>
Total HUD Direct Funding			<u><u>74,923,527</u></u>
Passthrough Awards:			
Housing Opportunities for Persons With AIDS [1]	14.241	CA027 HOPWA	1,062,470
Homeless Prevention and Rapid Re-Housing Program [1] [2]	14.257		1,235,726
HOME Investment Partnerships Program [2]	14.239	CA027 TBRA	87,476
Shelter Plus Care [3]	14.238	CA027 SPC	606,114
Total Federal Expenditures and Awards			<u><u>\$ 77,915,313</u></u>

*Major program

Passthrough from the City of Riverside.

[1]

Passthrough from the Riverside County EDA.

[2]

Passthrough from the Riverside County DPSS.

[3]



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2010

(1) Summary of Significant Accounting Policies Applicable to the Schedule of Expenditures of Federal Awards

Scope of Presentation

The accompanying schedule presents the expenditures incurred (and related awards received) by the Housing Authority of the County of Riverside (Authority) that are reimbursable under federal programs of federal agencies providing financial assistance and state awards. For the purposes of this schedule, only the portion of program expenditures reimbursable with such federal or state funds are reported in the accompanying schedule. Program expenditures in excess of the maximum federal or state reimbursement authorized or the portion of the program expenditures that were funded with local or other nonfederal funds are excluded from the accompanying schedule.

Basis of Accounting

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Housing Authority of the County of Riverside and is presented on the full accrual basis of accounting. The information in this schedule is presented in accordance with the requirement of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some of the amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

Subrecipients

During the fiscal year ended June 30, 2010, the Authority disbursed a portion of the HOPWA funds to subrecipients. Below is a schedule of subrecipients for the fiscal year ended June 30, 2010.

<u>Agency Name</u>	<u>Award Amount</u>
Desert AIDS Project	\$ 261,210
Catholic Charities	75,456
Foothill AIDS Project	20,948
	<u>\$ 357,614</u>



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2010

SECTION I - Summary of Auditors' Results

Financial Statements

1. Type of Auditor Report on the financial statements: Unqualified.
2. Internal control over financial reporting:
- a. Material weakness identified yes no
- b. Significant deficiency identified that are not considered to be material weaknesses? yes none reported
3. Noncompliance material to financial statements? yes no

Federal Awards

4. Internal control over major programs:
- a. Material weakness identified yes no
- b. Significant deficiency identified that are not considered to be material weaknesses? yes none reported
5. Type of auditors' report on compliance for major programs: Unqualified.
6. Audit findings noted which are required to be reported under paragraph __ .510(a) of Circular A-133? yes no
7. Identification of Major Programs:
- | CFDA Number | Name of Federal Program |
|-------------|---|
| 14.871 | U.S. Department of Housing and Urban Development – Housing Choice Voucher Program |
| 14.872 | U.S. Department of Housing and Urban Development – Capital Fund Program |
| 14.885 | U.S. Department of Housing and Urban Development – ARRA Stimulus |
8. The Dollar Threshold Used To Distinguish Between Type A and Type B Programs: \$2,337,459.
9. Auditee qualified as a low-risk auditee? yes no

SECTION II – Financial Statement Findings

1. There are no auditor findings required to be reported in accordance with GAGAS.

SECTION III – Federal Award Findings and Questioned Costs

1. There are no auditor findings to be reported in accordance with paragraph .510(a) of OMB Circular A-133.



HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2010

There were no findings noted in the prior Single Audit Report (for the year ended June 30, 2009).



Section 6 of Form HUD 50075

2. Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

**Housing Authority of the County of Riverside
Financial Resources**

REVENUE SOURCES	AUTHORITY PROGRAMS	PUBLIC HOUSING PROGRAM	SECTION 8 PROGRAM	TOTAL ESTIMATED RESOURCES
Rental Income	\$ 270,588	\$ 1,529,136	-	\$ 1,799,724
Subsidy/Grants Revenue	13,603,595	2,216,244	33,000	15,852,839
Bond Pledges Revenue	218,000	-	-	218,000
Sec 8 Fraud Recovery Revenue	-	-	71,500	71,500
Interest Revenue	12,002	6,246	24,754	43,002
Miscellaneous/Tenant Charges	2,493,368	91,345	-	2,584,713
Administrative Fees (Admin. Bonds)	124,201	-	-	124,201
HUD Section 8 Earned HAP Subsidy	-	-	69,021,597	69,021,597
HUD Section 8 Earned Administrative Fees	-	-	7,054,651	7,054,651
HUD Section 8 Earned Other Subsidy	-	-	99,814	99,814
TOTAL	\$ 16,721,754	\$ 3,842,971	\$ 76,305,316	\$ 96,870,041



Authority Programs consist of the following:

1. Central Office Cost Center - This program was established to fulfill the requirement of HUD to convert to an Asset Management Model. This is the internal management agent of the Housing Authority, which provides management services and receives fee income in return from the Public Housing Program, Section 8 Program, Desert Rose Apartments and the Bond Projects.
2. Administration Building & Services Fund derives its income from reimbursement of building expenses from all Housing Authority Programs based on staff time allocation.
3. Housing Opportunities for Persons with AIDS (HOPWA) - The Housing Authority agreed to serve as Project Sponsor for the County of Riverside to procure services such as short-term housing, utilities assistance, and home health care for HOPWA participants.
4. Shelter Plus Care (SPC) - This program provides rental assistance to individuals and families who are certified by the Department of Mental Health to be homeless and mentally disabled. Expenses are reimbursed by the Department of Public and Social Services.
5. Resident Opportunity for Self-Sufficiency (ROSS) - This is a collaborative effort between the Housing Authority and Neighborhood Housing Services of the Inland Empire to provide homebuyer education and training to low-income families. The City of Riverside awarded the Housing Authority a grant to cover three years.
6. Eddie Dee Smith Senior Center - The Housing Authority manages this center with Community Development Block Grant funds and County General funds to strengthen and enhance the social, physical, emotional, and health services for senior citizens.
7. HA Development was established to develop affordable housing opportunities for low-income families. Funds were first derived from the sale of vacant land in the City of Desert Hot Springs.
8. Emergency Housing Response (EHR) - The Housing Authority contracted with RDA to implement a tenant-based rental assistance program for low-income families that have been displaced by circumstances beyond their control.
9. Tenant Based Rental Assistance (TBRA) - The Housing Authority contracted with the City of Riverside to provide one-time rental assistance to low and very low income households who are homeless or at the risk of homelessness.
10. Neighborhood Stabilization Program (NSP) - The Housing Authority was awarded a grant by the Riverside Economic Development Agency for a portion of the federal funds under the Housing and Economic Recovery Act (HERA), and designated for the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes, or specifically known as NSP. The goal of this program is to rehabilitate single-family properties to make a positive impact in the neighborhood and thereby stabilize home values.
11. Homelessness Prevention and Rapid Re-Housing Program (HPRP) - The Housing Authority contracted with the Riverside Economic Development Agency to provide homelessness prevention assistance and services to households that would otherwise become homeless due to economic circumstances; and to provide assistance to rapidly re-house and stabilize those that are homeless.
12. Desert Rose Apartments - This Housing Authority oversees the management, administration and maintenance of this 77-unit farm worker housing project in Blythe. Revenue sources are derived from Rental Revenue as well as Rental Subsidy from the RDA.
13. Palm Springs Housing Developments - The Housing Authority oversees the management, administration and maintenance of 17 apartment units. Revenue sources are solely from Rental Revenue from tenants.



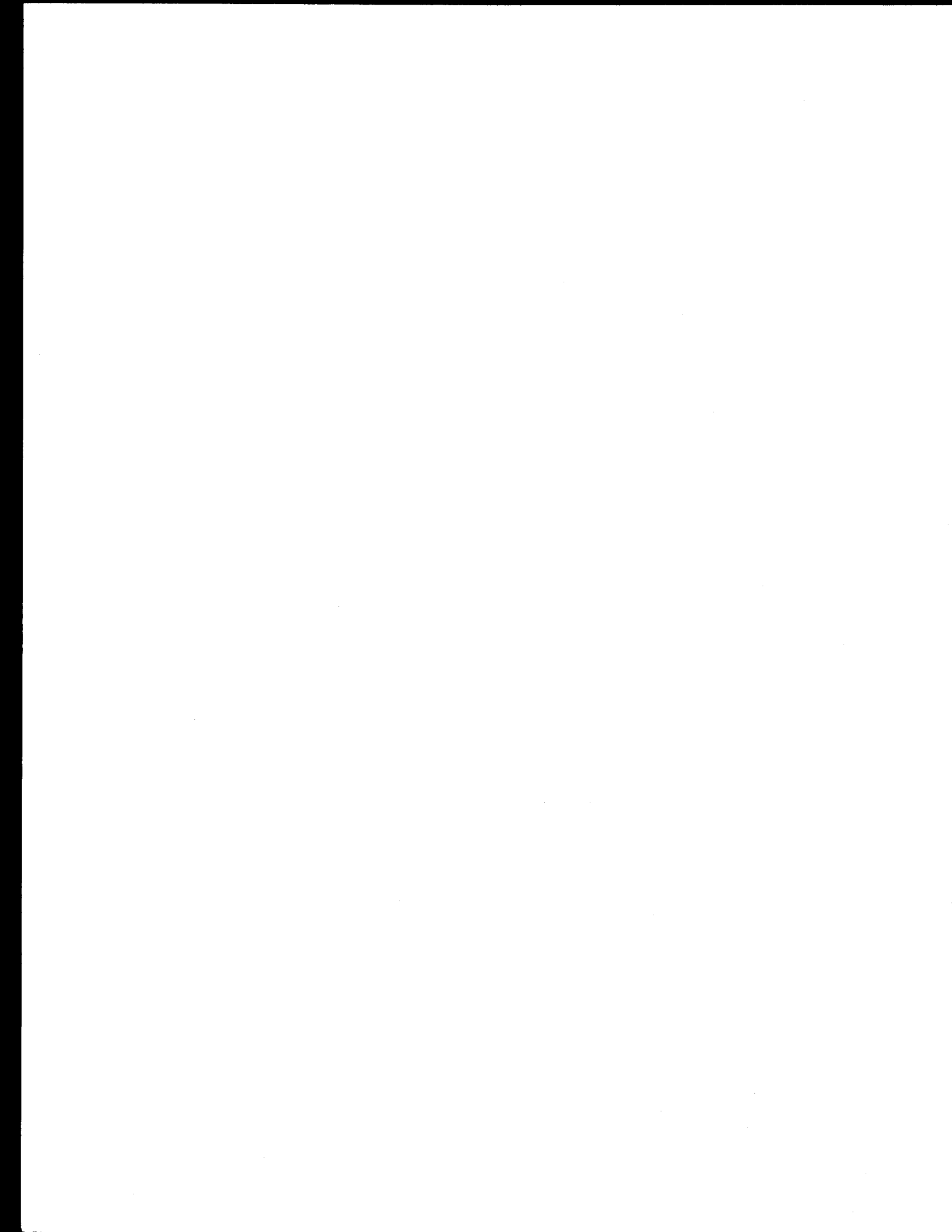
Part 1: Summary

PHA Name: **Housing Authority of the County of Riverside** Grant Type and Number
Capital Fund Program Grant No: **CA16 P027-50106** Replacement Housing Factor Grant No:
Date of CFPP: _____

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no. 5)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) ³	137,131.00	137,131.00	137,131.00	137,131.00
3	1408 Management Improvements	50,000.00	50,000.00	50,000.00	50,000.00
4	1410 Administration (may not exceed 10% of line 20)	68,405.00	68,405.00	68,405.00	68,405.00
5	1411 Audit	1,000.00	1,000.00	1,000.00	1,000.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	20,347.00	27,799.00	27,799.00	27,799.00
8	1440 Site Acquisition				
9	1450 Site Improvement	20,000.73	117,165.96	117,165.96	117,165.96
10	1460 Dwelling Structures	346,688.27	342,168.04	342,168.04	342,168.04
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				
18a	1501 Collateralization or Debt Service paid by the PHA				
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 to 19)	743,669.00	743,669.00	743,669.00	743,669.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	375,509.00	375,509.00	375,509.00	375,509.00

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP grants for operations.
⁴ RHF funds shall be included here.



Part 1: Summary	
PHA Name: Housing Authority of the County of Riverside	Grant Type and Number Capital Fund Program Grant No: CA16 P027-50106 Date of CFFP:
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Line Summary by Development Account	Replacement Housing Factor Grant No: FFY of Grant: 2006 FFY of Grant Approval: 2006
<input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 5) <input checked="" type="checkbox"/> Final Performance and Evaluation Report	
Total Estimated Cost	Total Actual Cost ¹
Original	Revised
Signature of Executive Director	Signature of Public Housing Director
Date	Date
Obligated	Expended

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Part II: Supporting Pages

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 50106 CFFP: (Yes/No): No Replacement Housing Factor Grant No:		Federal FFY of Grant: 2006		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost Original Revised ¹	Total Actual Cost Funds Obligated ² Funds Expended ²	Status of Work
Management Improvement	Operations Management Improvement Items- computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Employee Training, Resident Services Staff, management including benefits Audit	1406 1408(a)		137,131.00 50,000.00	137,131.00 50,000.00	Completed
Salaries		1410		68,405.00	68,405.00	Completed
		1411		1,000.00	1,000.00	Completed
Consultant Fees	Energy Audit, Architect & Engineering	1430		20,347.00 +7,452.00 27,799.00	27,799.00	Energy Audit Completed
AMP 210 - CA027007 El Dorado Garden Apts	Door replacements and sliding glass doors	1460		32,481.27	32,481.27	Completed - Work in 50106 Also in 50107
AMP 210 - CA027006, CA027012 Rubidoux Apts	A/C replacement, dual pack	1460	28 x \$7,000	0	0	
AMP 210 - CA027022 Scattered Sites: Highland	Remove and replace seepage pit and septic tank	1460	1	0	0	
AMP 220 - CA02721 Midway Capri Apts	A/C replacement, dual pack	1460	40 x \$7,000	225,000.00	225,000.00	Completed (Est 280K, rem fr CatC & Aid)
AMP 230 - CA027010 Corregidor Apts	Concrete work for playground area	1450		24,500.00	24,500.00	Completed
AMP 230 - CA027010 Corregidor Apts	A/C - heat pumps	1460		17,030.00 -1,760.23 15,269.77	15,269.77	Was also in 50104/50105
AMP 230 - CA027041 Aladdin Apts	Remove fencing and landscape	1450	20 x \$5,000	95,597.73	92,665.96	Also in 50107/8
AMP 230 - CA027041 Aladdin Apts	A/C - heat pumps	1460		5,400.00 -2,760.00 2,640.00	2,640.00	Was also in 50104/50105
AMP 230 - CA027041 Aladdin Apts	Color coat and paint	1460		66,777.00	66,777.00	Completed
Contingency	Contingency	1502		0	0	



Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number		Capital Fund Program No: CA16 P027 - 50106		Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual	
Operations	7/17/2008		09/30/2006	7/17/2010		06/30/2009	
Management Improvements	7/17/2008		06/30/2008	7/17/2010		06/30/2009	
Administration	7/17/2008		06/30/2008	7/17/2010		03/31/2009	
Audit	7/17/2008	06/30/2010	04/30/2010	7/17/2010		06/30/2010	Audit not obligated until projects are completed.
007 - Jackson	7/17/2008		06/30/2008	7/17/2010		03/31/2008	
021-Midway	7/17/2008		07/15/2008	7/17/2010		12/31/2008	
041- Aladdin	7/17/2008		11/30/2006	7/17/2010		06/30/2010	
041- Aladdin	7/17/2008		06/30/2008	7/17/2010		03/31/2007	
041- Aladdin	7/17/2008		06/30/2008	7/17/2010		12/31/2008	
010-Cat City	7/17/2008		11/30/2006	7/17/2010		07/15/2008	

1 Obligation and expenditure end dates can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended



Part 1: Summary

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50107		Replacement Housing Factor Grant No: _____		FFY of Grant: 2007	
Date of CFFP: _____		Date of CFFP: _____		FFY of Grant Approval: 2007			
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no.) 3 <input checked="" type="checkbox"/> Final Performance and Evaluation Report		Total Estimated Cost		Total Actual Cost ¹	
Line	Summary by Development Account	Original	Revised	Obligated	Expended		
1	Total non-CFP Funds	144,515.00	144,515.00	144,515.00	144,515.00		
2	1406 Operations (may not exceed 20% of line 20) ³	50,000.00	50,000.00	50,000.00	50,000.00		
3	1408 Management Improvements	72,258.00	72,258.00	72,258.00	72,258.00		
4	1410 Administration (may not exceed 10% of line 20)	1,000.00	1,000.00	1,000.00	1,000.00		
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs						
8	1440 Site Acquisition						
9	1450 Site Improvement	93,976.10	93,976.10	93,976.10	93,976.10		
10	1460 Dwelling Structures	295,000.00	360,826.90	360,826.90	360,826.90		
11	1465.1 Dwelling Equipment—Nonexpendable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities ⁴						
18a	1501 Collateralization or Debt Service paid by the PHA						
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment						
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0		
20	Amount of Annual Grant: (sum of lines 2 to 19)	722,576.00	722,576.00	722,576.00	722,576.00		
21	Amount of line 20 Related to LBP Activities						
22	Amount of line 20 Related to Section 304 Activities						
23	Amount of line 20 Related to Security Soft Costs						
24	Amount of line 20 Related to Security - Hard Costs						
25	Amount of line 20 Related to Energy Conservation Measures	414,803.00	360,826.90	360,826.90	360,826.90		

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP grants for operations.
⁴ RHF funds shall be included here.

Part 1: Summary



Expires 4/30/2011
FFY of Grant: 2007
FFY of Grant Approval: 2007

Grant Type and Number
Capital Fund Program Grant No: CA16 P027-50107 Replacement Housing Factor Grant No:
Date of CFFP:

PHA Name:
Housing Authority of the County of Riverside

Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3) <input checked="" type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost ¹	
Line	Summary by Development Account	Total Estimated Cost	Revised ²
Signature of Executive Director		Original	Obligated
Date		Date	
Signature of Public Housing Director		Expended	

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Part II: Supporting Pages

PHA Name: Housing Authority of the County of Riverside

Grant Type and Number
Capital Fund Program Grant No: CA16 P027 - 50107 CFFP (Yes/No): No
Replacement Housing Factor Grant No:

Federal FFY of Grant:
2007

Development Number/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated ²	Funds Expended ²	
Management Improvement	Operations Management Improvement Items- computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services	1406 1408(a)		144,515.00 50,000.00	144,515.00 50,000.00	144,515.00 50,000.00	144,515.00 50,000.00	Completed Completed
Salaries	Staff, management including benefits Audit	1410 1411		72,258.00 1,000.00	72,258.00 1,000.00	72,258.00 1,000.00	72,258.00 1,000.00	Completed Completed
AMP 210 - CA027006, CA027012 Rubidoux Apts	A/C replacement, dual pack (bid received came in lower than anticipated due to current economic situation of the country)	1460	29 units @ \$5,344	252,000.00 -97,000.00 155,000.00 -99.06 154,900.94	252,000.00 -97,000.00 155,000.00 -99.06 154,900.94	154,900.94	154,900.94	Completed
AMP 210 - CA027006, CA027012 Rubidoux Apts	Carpports including electrical	1450	29	0.00 +119,803.00 119,803.00 -46,227.00 73,576.00	0.00 +119,803.00 119,803.00 -46,227.00 73,576.00	73,576.00	73,576.00	Completed
AMP 210 - CA027007 El Dorado Gardens Apts	Pool fence replacement	1450	1	40,000.00 -19,599.90 20,400.10	40,000.00 -19,599.90 20,400.10	20,400.10	20,400.10	Completed
AMP 210 - CA027022 Scattered Sites: Highland	Remove and replace seepage pit and septic tank	1460	1	10,000.00 -10,000.00 0.00	10,000.00 -10,000.00 0.00	0.00	0.00	
AMP 230 - CA027018 Desert Hot Springs Apts	Water heater replacements to on-demand units, includes upgrading plumbing to units	1460	42 units @ \$3,500 ea	105,000.00 +35,000.00 140,000.00 -25,326.00 114,674.00	105,000.00 +35,000.00 140,000.00 -25,326.00 114,674.00	114,674.00	114,674.00	Bd approved contract on 9/1/09. Completed



AMP 230 - CA027027 Mecca	Water heater replacements to on-demand units (work approximately \$105,000, part of work in ARRA \$13,748.04)	1460	40 units @ 1400.08 1 unit @1800	47,803.00 -47,803.00 0.00 99,06 +25,366.00 +19,599.90 +46,227.00 <u>91,251.96</u>	91,251.96	91,251.96	Wk item Moved to ARRA & part of wk moved back from Stimulus- ARRA
Contingency	Contingency	1502		0.00	0.00	0.00	0.00

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Part III: Implementation Schedule for Capital Fund Financing Program												
PHA Name: Housing Authority of the County of Riverside			Grant Type and Number Capital Fund Program No: CA16 P027 - 50107			Federal FY of Grant: 2007			Reasons for Revised Target Dates			
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Actual	Revised	Original	Actual	Revised	
	Original	Revised	Actual	Original	Revised	Actual						Revised
Operations	9/12/2009		05/12/2009	09/12/2011	06/30/2009	06/30/2009	05/12/2009		09/12/2011	06/30/2009	06/30/2009	
Management Improvements	9/12/2009		11/30/2009	09/12/2011	12/31/2009	12/31/2009	12/31/2009		09/12/2011	12/31/2009	12/31/2009	Grant was over 90% obligated before deadline of 9/12/2009
Administration	9/12/2009		11/30/2009	09/12/2011	12/31/2009	12/31/2009	10/23/2009		09/12/2011	12/31/2009	10/23/2009	Grant was over 90% obligated before deadline of 9/12/2009
Audit	9/12/2009		06/30/2010	09/12/2011	06/30/2010	06/30/2010	06/30/2010		09/12/2011	06/30/2010	06/30/2010	
Energy Audit	9/12/2009		n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	
006/012 Rubidoux	9/12/2009		03/31/2009	09/12/2011	06/30/2009	06/30/2009	06/05/2009		09/12/2011	06/30/2009	06/05/2009	Obligated 03/24/2009
007 - Jackson	9/12/2009		07/08/2009	09/12/2011	09/30/2009	09/30/2009	07/31/2009		09/12/2011	09/30/2009	07/31/2009	Obligated 05/31/2009
018- DHS	9/12/2009		09/01/2009	09/12/2011	n/a	n/a	06/30/2010		09/12/2011	n/a	06/30/2010	Obligated 09/01/2009
022- Highland	9/12/2009		n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	Removed work item
027 - Mecca	9/12/2009		09/01/2009	09/12/2011	06/30/2010	06/30/2010	06/30/2010		09/12/2011	06/30/2010	06/30/2010	Obligated 09/01/2009
Contingency	n/a		n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	

Obligation and expenditure dates can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended



FFY of Grant: 2008
 FFY of Grant Approval: 2008

Part I: Summary

Line	Original	Revised	Total Actual Cost ¹	
			Obligated	Expended
1	Total non-CFP Funds			
2	1406 Operations (may not exceed 20% of line 20) ³	152,525.00	152,525.00	152,525.00
3	1408 Management Improvements	50,000.00	50,000.00	50,000.00
4	1410 Administration (may not exceed 10% of line 20)	76,262.00	76,262.00	76,262.00
5	1411 Audit	1,000.00	1,000.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00
7	1430 Fees and Costs	30,000.00	30,000.00	30,000.00
8	1440 Site Acquisition	0.00	0.00	
9	1450 Site Improvement	45,000.00	45,000.00	33,760.80
10	1460 Dwelling Structures	407,838.00	407,838.00	407,838.00
11	1465.1 Dwelling Equipment—Nonexpendable			
12	1470 Non-dwelling Structures			
13	1475 Non-dwelling Equipment			
14	1485 Demolition			
15	1492 Moving to Work Demonstration			
16	1495.1 Relocation Costs			
17	1499 Development Activities ⁴			
18a	1501 Collateralization or Debt Service paid by the PHA			
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment			
19	1502 Contingency (may not exceed 8% of line 20)			
20	Amount of Annual Grant: (sum of lines 2 to 19)	762,625.00	762,625.00	750,385.80
21	Amount of line 20 Related to LBP Activities			
22	Amount of line 20 Related to Section 504 Activities			
23	Amount of line 20 Related to Security -- Soft Costs			
24	Amount of line 20 Related to Security -- Hard Costs			
25	Amount of line 20 Related to Energy Conservation Measures			

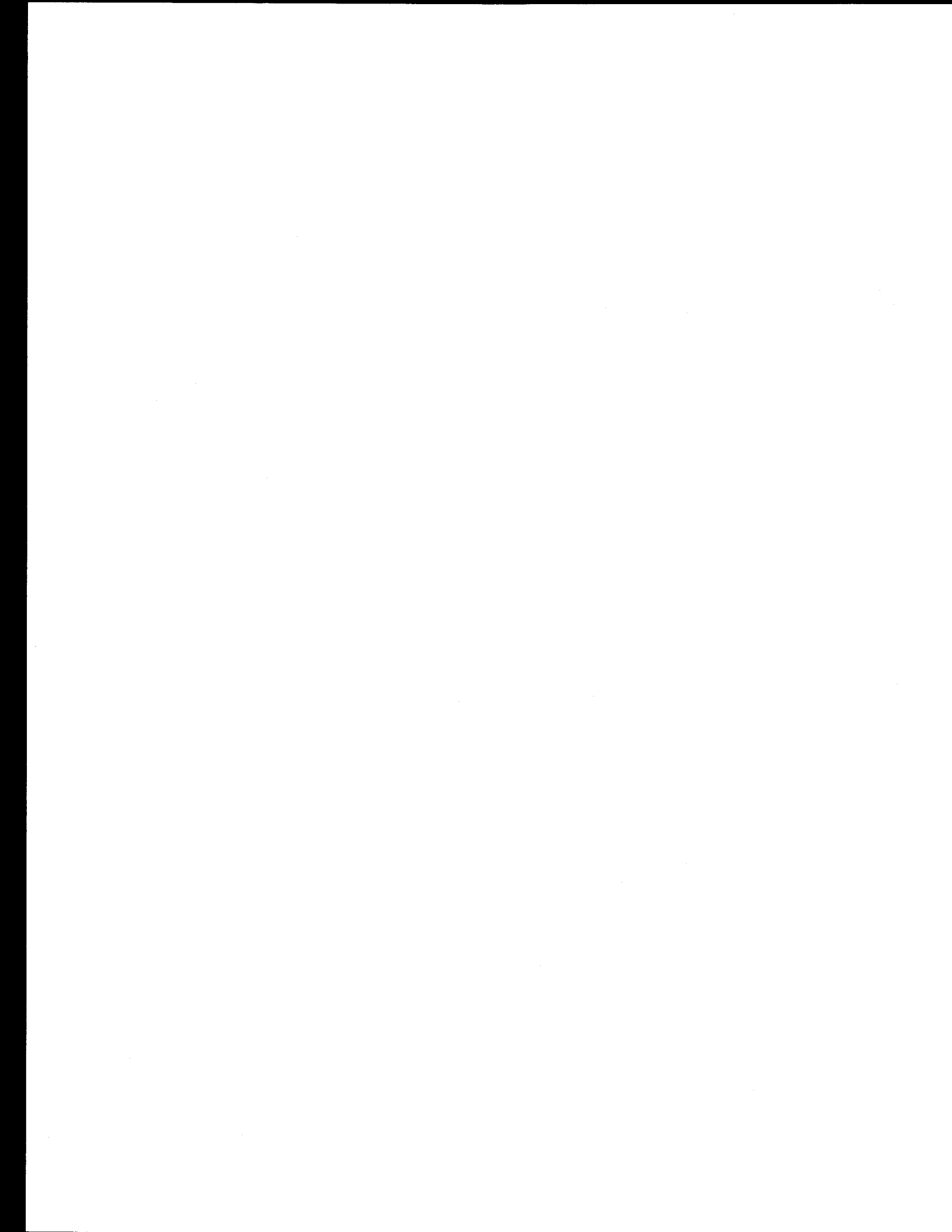
¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP grants for operations.
⁴ RHF funds shall be included here.



Part 1: Summary

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50108		Replacement Housing Factor Grant No:		FFY of Grant: 2008	
Date of CFFP:		Reserve for Disasters/ Emergencies <input type="checkbox"/> Reserve for Disasters/ Emergencies		Revised Annual Statement (revision no: 2) <input type="checkbox"/> Revised Annual Statement (revision no: 2)		FFY of Grant Approval: 2008	
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2010		Total Estimated Cost		Total Actual Cost ¹		Obligated	
Signature of Executive Director		Original Date		Revised Date		Expended Date	
Signature of Public Housing Director		Signature of Public Housing Director		Signature of Public Housing Director		Signature of Public Housing Director	

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Part II: Supporting Pages		Grant Type and Number		Federal FY of Grant:		
PHA Name: Housing Authority of the County of Riverside		Capital Fund Program Grant No: CA16 P027 50108		2008		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Replacement Housing Factor Grant No:	Quantity	Total Estimated Cost		Status of Work
				Original	Revised ¹	
		Development Account No.		Funds Obligated ²	Funds Expended ²	
	Operations	1406		152,525.00	152,525.00	Completed
Management Improvement	Management Improvement Items- computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services	1408(a)		50,000.00	50,000.00	Completed
Salaries	Staff, management including benefits	1410		76,262.00	76,262.00	Completed
	Audit	1411		1,000.00	0.00	
Consultant Fees	Architect & Engineering	1430		30,000.00	30,000.00	Completed
AMP 220 - CA027001 Beaumont Apts	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450		45,000.00	45,000.00	Completed
AMP 230 - CA027027 Mecca	Kitchen & bath remodel-cabinets, vanities, countertops, floors and appliances	1460	40 units @ apprx 10,196	407,838.00	407,838.00	Completed
Contingency	Contingency	1502		0.00	0.00	0.00



Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50108 Replacement Housing Factor No:		Federal FY of Grant: 2008		Reasons for Revised Target Dates
Development Number Name/HA- Wide Activities		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		
	Original	Revised	Actual	Original	Revised	Actual
Operations	06/12/2010		05/19/2009	06/12/2012		05/28/2009
Management Improvements	06/12/2010		06/12/2010	06/12/2012		02/28/2010
Administration	06/12/2010		06/12/2010	06/12/2012		02/28/2010
Audit	06/12/2010			06/12/2012		
Energy Audit/Arch & Eng	06/12/2010		05/31/2009	06/12/2012		06/29/2009
AMP 220 - Site 224 (001 - Beaumont)	06/12/2010		11/04/2010	06/12/2012		
AMP 230 - Site 235 (027- Mecca)	06/12/2010		10/31/2009	06/12/2012		04/30/2010
Contingency	n/a	n/a	n/a	n/a	n/a	

Grant was over 90% obligated before deadline of 6/12/2010

¹ Obligation and expenditure end dates can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended



Part 1: Summary

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50109		Replacement Housing Factor Grant No:		FFY of Grant: 2009	
Date of CFFP:		Revised Annual Statement (revision no):		Total Actual Cost ¹		Expended	
Original		Revised		Obligated			
Total Estimated Cost		Total Estimated Cost		Total Actual Cost			
Line	Summary by Development Account	Original	Revised	Obligated	Total Actual Cost	Expended	
1	Total non-CFP Funds						
2	1406 Operations (may not exceed 20% of line 20) ³	152,139.00	152,139.00	152,139.00	152,139.00	0.00	0.00
3	1408 Management Improvements	44,000.00	44,000.00	38,000.00	38,000.00	29,096.75	
4	1410 Administration (may not exceed 10% of line 20)	76,069.00	76,069.00	25,000.00	25,000.00	21,286.02	
5	1411 Audit	1,000.00	1,000.00	0.00	0.00	0.00	
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00	0.00	
7	1430 Fees and Costs	0.00	0.00	0.00	0.00	0.00	
8	1440 Site Acquisition	0.00	0.00	0.00	0.00	0.00	
9	1450 Site Improvement	0.00	0.00	0.00	0.00	0.00	
10	1460 Dwelling Structures	487,487.00	487,487.00	487,487.00	487,487.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00	0.00	
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00	0.00	
13	1475 Non-dwelling Equipment	0.00	0.00	0.00	0.00	0.00	
14	1485 Demolition	0.00	0.00	0.00	0.00	0.00	
15	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00	0.00	
16	1495.1 Relocation Costs	0.00	0.00	0.00	0.00	0.00	
17	1499 Development Activities ⁴	0.00	0.00	0.00	0.00	0.00	
18a	1501 Collateralization or Debt Service paid by the PHA	0.00	0.00	0.00	0.00	0.00	
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment	0.00	0.00	0.00	0.00	0.00	
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00	0.00	0.00	0.00	
20	Amount of Annual Grant: (sum of lines 2 to 19)	760,695.00	760,695.00	215,139.00	215,139.00	50,382.77	
21	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00	0.00	
22	Amount of line 20 Related to Section 504 Activities	0.00	0.00	0.00	0.00	0.00	
23	Amount of line 20 Related to Security – Soft Costs	0.00	0.00	0.00	0.00	0.00	
24	Amount of line 20 Related to Security – Hard Costs	0.00	0.00	0.00	0.00	0.00	
25	Amount of line 20 Related to Energy Conservation Measures	228,487.00	228,487.00	273,487.00	273,487.00	0.00	0.00

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP grants for operations.

⁴ RHF funds shall be included here.



Part 1: Summary		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50109		Replacement Housing Factor Grant No:		FFY of Grant: 2009	
PHA Name: Housing Authority of the County of Riverside		Date of CFFP:		FFY of Grant Approval: 2009			
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2010		<input type="checkbox"/> Revised Annual Statement (revision no:1) <input type="checkbox"/> Final Performance and Evaluation Report		Total Estimated Cost		Total Actual Cost ¹	
Line	Summary by Development Account	Original	Revised	Obligated	Expended	Date	
Signature of Executive Director		Signature of Public Housing Director					

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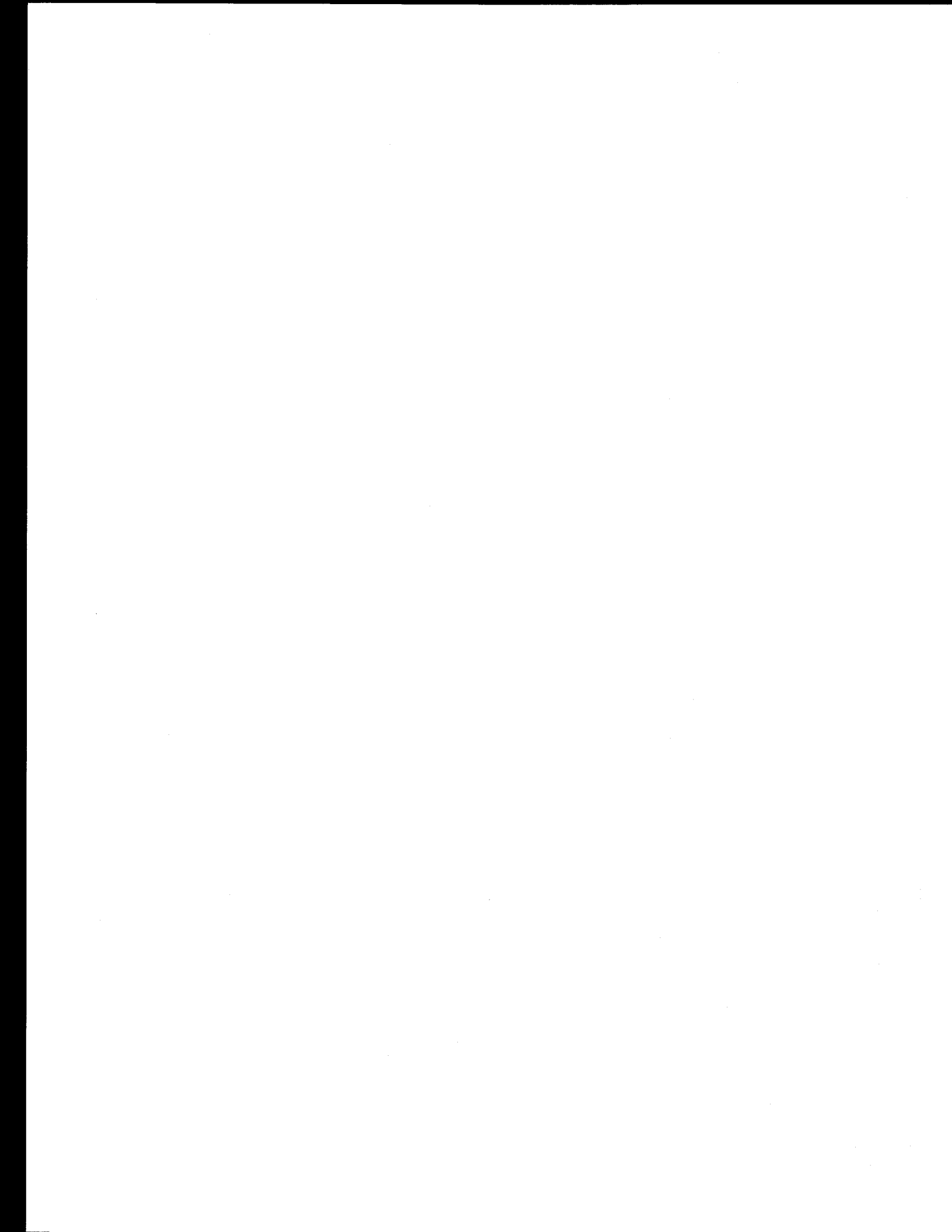
Part II: Supporting Pages

PHA Name: Housing Authority of the County of Riverside

Grant Type and Number
Capital Fund Program Grant No: CA16 P027 50109 CFFP (Yes/No): No
Replacement Housing Factor Grant No:

Federal FY of Grant:
2009

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated ²	Funds Expended ²	
	Operations	1406		152,139.00	152,139.00	152,139.00	0.00	
Management Improvement	Management Improvement Items- computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services	1408(a)		44,000.00	44,000.00	38,000.00	29,096.75	
Salaries	Staff, management including benefits	1410		76,069.00	76,069.00	25,000.00	21,286.02	
Consultant Fees	Audit	1411		1,000.00	1,000.00	0.00	0.00	
	Energy Audit	1430		0.00	0.00	0.00	0.00	
AMP 210 - CA027019 Scattered Sites: Fort Dr	Carpet/vinyl floor replacement in 3 of 9 units 3974 #1-3 (3974 #4, 3990, 3992, 3986, 3996 & 3998 Fort already done)	1460	3 @ 6,000 ea	18,000.00	18,000.00	0.00	0.00	
AMP 210 - CA027019 Scattered Sites: Fort Dr	Replace swamp coolers w/ A/C dual pack For 6 of 9 units (3990, 3992, 3974 #1-4)	1460	6 @ 7,000	42,000.00	42,000.00	0.00	0.00	
AMP 220 - CA027008 Banning Apts	Replace swamp coolers w/ A/C dual pack	1460	14 units @ \$7,070 ea	98,987.00	98,987.00	0.00	0.00	
AMP 230 - CA027009, CA027017, CA027031 Church & Polk Apts	Water heater replacements to on-demand units	1460	53 @ 2500	132,500.00	132,500.00	0.00	0.00	
AMP 230 - CA027041 Aladdin Apartments	Remodel cabinets throughout units (kitchen, baths, hall, etc.)	1460	20 @ 9800	196,000.00	196,000.00	0.00	0.00	
Contingency	Contingency	1502		0.00	0.00	0.00	0.00	



Part III: Implementation Schedule for Capital Fund Financing Program

Development Number Name/HA- Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	09/14/2011		01/31/2010	09/14/2013			
Management Improvements	09/14/2011			09/14/2013			
Administration	09/14/2011			09/14/2013			
Audit	09/14/2011			09/14/2013			
AMP 210 - CA027019 Scattered Sites: Fort Dr	09/14/2011			09/14/2013			
AMP 220 - CA027008 Banning Apts	09/14/2011			09/14/2013			
AMP 230 - CA027009, CA027017, CA027031 Church & Polk Apts	09/14/2011			09/14/2013			
AMP 230 - CA027041 Aladdin Apartments	09/14/2011			09/14/2013			
Contingency							

Grant Type and Number
 Capital Fund Program No: CA16 P027 - 50109
 Replacement Housing Factor No:

Federal FY of Grant:
 2009

¹ Obligation and expenditure dates can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended



Part 1: Summary

PHA Name: **Housing Authority of the County of Riverside** Grant Type and Number: **Capital Fund Recovery Grant No: CA16 S027-50109**

Replacement Housing Factor Grant No: **2009** FFY of Grant: **2009**

Date of CFFP: **2009** FFY of Grant Approval: **2009**

Line	Type of Grant	Original	Revised	Obligated	Total Actual Cost ¹	Total Estimated Cost	
						Original	Revised
1	Total non-CFP Funds	0.00	0.00	0.00	0.00	0.00	0.00
2	1406 Operations (may not exceed 20% of line 20) ³	0.00	0.00	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00	0.00	0.00
4	1410 Administration (may not exceed 10% of line 20)	0.00	0.00	0.00	0.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	98,000.00	97,272.73	97,272.73	97,272.73	97,272.73	97,272.73
8	1440 Site Acquisition	0.00	0.00	0.00	0.00	0.00	0.00
9	1450 Site Improvement	864,467.23	864,467.23	864,467.23	864,467.23	864,467.23	864,467.23
10	1460 Dwelling Structures	13,748.04	13,748.04	13,748.04	13,748.04	13,748.04	13,748.04
11	1465.1 Dwelling Equipment—Non-expendable	0.00	0.00	0.00	0.00	0.00	0.00
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00	0.00	0.00
13	1475 Non-dwelling Equipment	0.00	0.00	0.00	0.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00	0.00	0.00
15	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00	0.00	0.00
16	1495.1 Relocation Costs	0.00	0.00	0.00	0.00	0.00	0.00
17	1499 Development Activities ⁴	0.00	0.00	0.00	0.00	0.00	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	0.00	0.00	0.00	0.00	0.00	0.00
18b	1500 Collateralization or Debt Service paid Via system of Direct Payment	0.00	0.00	0.00	0.00	0.00	0.00
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00	0.00	0.00	0.00	0.00
20	Amount of Annual Grant: (sum of lines 2 to 19)	975,488.00	975,488.00	975,488.00	975,488.00	975,488.00	975,488.00
21	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00	0.00	0.00
22	Amount of line 20 Related to Section 504 Activities	0.00	0.00	0.00	0.00	0.00	0.00
23	Amount of line 20 Related to Security - Soft Costs	0.00	0.00	0.00	0.00	0.00	0.00
24	Amount of line 20 Related to Security - Hard Costs	0.00	0.00	0.00	0.00	0.00	0.00
25	Amount of line 20 Related to Energy Conservation Measures	430,000.00	430,000.00	430,000.00	430,000.00	430,000.00	430,000.00

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 20 units in management may use 100% of CFP grants for operations.
⁴ RHF funds shall be included here.



Part 1: Summary	
PHA Name: Housing Authority of the County of Riverside	Grant Type and Number Capital Fund Program Grant No: CA16 S027-50109 Date of CFFP: _____
Replacement Housing Factor Grant No: _____	
FFY of Grant: <u>2009</u> FFY of Grant Approval: <u>2009</u>	
<input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input checked="" type="checkbox"/> Final Performance and Evaluation Report	
Type of Grant	<input type="checkbox"/> Revised Annual Statement (revision no: 3) <input checked="" type="checkbox"/> Final Performance and Evaluation Report
Line	Summary by Development Account
	Total Estimated Cost
	Revised
	Obligated
	Total Actual Cost ¹
Signature of Executive Director	Date
Signature of Public Housing Director	Date

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Part II: Supporting Pages		Federal FY of Grant: 2009				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Quantity	Total Estimated Cost			
		Development Account No.	Total Actual Cost			
			Funds Obligated			
			Funds Expended			
			Status of Work			
			Original			
			Revised			
			Total Actual Cost			
Salaries	Operations Management Improvement Staff, management including benefits	1406 1408 1410	\$1,000.00 0 \$1,000.00 -\$1,000.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	
	Audit	1411	0.00	0.00	0.00	
	Architect and Engineering	1430	\$98,000.00 -727.27 97,272.73	97,272.73	97,272.73	Completed
AMP 230 - CA027027 Mecca	Remove, relocation and replacement of playground; Convert old playground area to add additional handicapped parking spaces; Resurface all parking areas and re-stripe; Carports: Upgrade amenities to the community to compete with surrounding areas; Energy & Water Conversation Measures to xeriscape the landscaping areas including side walks, modifications of irrigation lines; Neighborhood block wall separating West side of property off of Seventh; Remove and Replace exterior lighting with energy efficient lighting. Texture coat	1450	\$755,000.00 +1,000.00 +91,251.96 +16,488.00 \$863,739.96 +727.27 \$864,467.23	864,467.23	864,467.23	Completed
AMP 230 - CA027027 Mecca	Water heater replacements to on-demand units (Est. \$105,000) (\$91,251.96 of work being done in 50107)	1460	\$105,000.00 1 @ \$5,000 40 @ \$2,500	\$13,748.04	13,748.04	Wk moved to ARRA from 50107 and part moved back to 50107
Contingency	Contingency	1502	\$16,488.00 -16,488.00 0.00	0.00	0.00	



Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the County of Riverside	Grant Type and Number		Capital Fund Program No: CA16 S027 - 50109 (ARRA)		Federal FFY of Grant: 2009		
	All Fund Obligated (Quarter Ending Date)	Replacement Housing Factor No:	All Funds Expended (Quarter Ending Date)	Revised	Original	Actual	
Development Number Name/HA-Wide Activities	Original	Revised	Actual	Original	Revised	Actual	Reasons for Revised Target Dates ¹
Operations	n/a	n/a	n/a	n/a	n/a	n/a	
Management Improvements	n/a	n/a	n/a	n/a	n/a	n/a	
Administration	n/a	n/a	n/a	n/a	n/a	n/a	
Audit	n/a	n/a	n/a	n/a	n/a	n/a	
Fees and Costs	03/17/2010	06/30/2009	05/31/2009	03/17/2012	06/30/2010	04/30/2010	Listed revised date to show end of quarter
Site Improvement	03/17/2010	03/31/2010	01/31/2010	03/17/2012	06/30/2010	04/30/2010	Listed revised date to show end of quarter
Dwelling Structures	03/17/2010	06/30/2010	04/30/2010	03/17/2012	06/30/2010	04/30/2010	Listed revised date to show end of quarter

¹ Obligation and expenditure end dates can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended



Part 1: Summary		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50110	Replacement Housing Factor Grant No:	FFY of Grant: 2010	
PHA Name: Housing Authority of the County of Riverside		Date of CFFP:		FFY of Grant Approval: 2010	
Type of Grant	<input type="checkbox"/> Reserve for Disasters/ Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no:)	<input type="checkbox"/> Total Performance and Evaluation Report		
<input checked="" type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2010			Total Estimated Cost	Total Actual Cost ¹	
Line	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total non-CFP Funds	0.00			
2	1406 Operations (may not exceed 20% of line 20) ³	148,193.00			
3	1408 Management Improvements	50,000.00			
4	1410 Administration (may not exceed 10% of line 20)	74,096.00			
5	1411 Audit	1,000.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	6,000.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	20,660.00			
10	1460 Dwelling Structures	191,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	0.00			
12	1470 Non-dwelling Structures	0.00			
13	1475 Non-dwelling Equipment	0.00			
14	1485 Demolition	0.00			
15	1492 Moving to Work Demonstration	0.00			
16	1495.1 Relocation Costs	0.00			
17	1499 Development Activities ⁴	0.00			
18a	1501 Collateralization or Debt Service paid by the PHA	0.00			
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment	0.00			
19	1502 Contingency (may not exceed 8% of line 20)	0.00			
20	Amount of Annual Grant: (sum of lines 2 to 19)	740,965.00			
21	Amount of line 20 Related to LBP Activities	0.00			
22	Amount of line 20 Related to Section 504 Activities	205,660.00			
23	Amount of line 20 Related to Security—Soft Costs	0.00			
24	Amount of line 20 Related to Security—Hard Costs	0.00			
25	Amount of line 20 Related to Energy Conservation Measures	11,200.00			

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²To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP grants for operations.
⁴ RHF funds shall be included here.



Part I: Summary

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50110		Replacement Housing Factor Grant No:		FFY of Grant: 2010	
Date of CFFP:		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		FFY of Grant Approval: 2010	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2010		<input type="checkbox"/> Final Performance and Evaluation Report		Total Estimated Cost		Total Actual Cost ¹	
Line Summary by Development Account		Original		Revised		Obligated	
Signature of Executive Director		Date		Signature of Public Housing Director		Date	

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Part II: Supporting Pages									
PHA Name: Housing Authority of the County of Riverside									
Grant Type and Number Capital Fund Program Grant No: CA16 P027 50110 CFFP (Yes/No): No Replacement Housing Factor Grant No:									
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	Federal FY of Grant: 2010
				Original	Revised	Funds Obligated	Funds Expended		
	Operations	1406		\$148,193.00					
	Management Improvement	1408		\$50,000.00					
Salaries	Staff, management including benefits	1410		\$74,096.00					
	Audit	1411		\$1,000.00					
Consultant Fees and Costs	Architect and Engineering, Environmental Reviews	1430		\$6,000.00					
AMP 210 - CA027007 - Jackson	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450	68 units	\$148,660.00					
AMP 220 - CA027001 - Beaumont	Remove / Replace Playground equipment and base including re-route sprinkler lines	1450		\$65,000.00					
AMP 220 - CA027008 - Banning	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450	14 units	\$57,000.00					
AMP 230 - CA027009, CA027017 - Thermal	Kitchen remodel- cabinets, counters, floors and appliances, excluding tenant provided refrigerator	1460	28 @ 6822	\$191,016.00					
Contingency	Contingency	1502		0.00					



Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50110		Federal FY of Grant: 2010		
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original	Revised	Actual	Original	Revised	
Operations	07/14/2012			07/14/2014		
Management Improvements	07/14/2012			07/14/2014		
Administration	07/14/2012			07/14/2014		
Audit	07/14/2012			07/14/2014		
Fees and Costs	07/14/2012			07/14/2014		
Site Improvement	07/14/2012			07/14/2014		
Dwelling Structures	07/14/2012			07/14/2014		

¹ Obligation and expenditure end dates can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended



Part 1: Summary

PHA Name: _____ Grant Type and Number: _____ FFY of Grant: 2011
 Housing Authority of the County of Riverside Capital Fund Program Grant No: CA16 P027-50111 Replacement Housing Factor Grant No: _____ FFY of Grant Approval: 2011
 Date of CFFP: _____

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account	Reserve for Disasters/ Emergencies <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Total Estimated Cost		Total Actual Cost ¹
			Original	Revised	
1	Total non-CFP Funds		0.00		Expended
2	1406 Operations (may not exceed 20% of line 20) ³		170,000.00		
3	1408 Management Improvements		50,000.00		
4	1410 Administration (may not exceed 10% of line 20)		85,000.00		
5	1411 Audit		15,000.00		
6	1415 Liquidated Damages		0.00		
7	1430 Fees and Costs		30,000.00		
8	1440 Site Acquisition		0.00		
9	1450 Site Improvement		350,000.00		
10	1460 Dwelling Structures		196,000.00		
11	1465.1 Dwelling Equipment—Nonexpendable		0.00		
12	1470 Non-dwelling Structures		0.00		
13	1475 Non-dwelling Equipment		0.00		
14	1485 Demolition		0.00		
15	1492 Moving to Work Demonstration		0.00		
16	1495.1 Relocation Costs		0.00		
17	1499 Development Activities ⁴		0.00		
18a	1501 Collateralization or Debt Service paid by the PHA		0.00		
18b	9000 Collateralization or Debt Service paid Via system of Direct Payments		0.00		
19	1502 Contingency (may not exceed 8% of line 20)		8,000.00		
20	Amount of Annual Grant: (sum of lines 2 to 19)		890,000.00		
21	Amount of line 20 Related to LBP Activities		0.00		
22	Amount of line 20 Related to Section 8M Activities		350,000.00		
23	Amount of line 20 Related to Security – Soft Costs		0.00		
24	Amount of line 20 Related to Security – Hard Costs		0.00		
25	Amount of line 20 Related to Energy Conservation Measures		196,000.00		

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP grants for operations.
⁴ RHF funds shall be included here.



Part 1: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Housing Authority of the County of Riverside		Capital Fund Program Grant No: CA16 P027-50111		Replacement Housing Factor Grant No:	
Date of CFFP:				FFY of Grant Approval: 2011	
Type of Grant		<input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Revised	Total Actual Cost	Expended
Signature of Executive Director		Original	Obligated	Date	
		Signature of Public Housing Director			

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Part II: Supporting Pages

PHA Name: Housing Authority of the County of Riverside

Grant Type and Number
Capital Fund Program Grant No: CA16 P027 50111 CFFP (Yes/No): No
Replacement Housing Factor Grant No:

Federal F.Y. of Grant: 2011

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
				Original	Revised		
	Operations	1406					
	Management Improvement	1408		\$50,000.00			
Salaries	Staff, management including benefits	1410		\$85,000.00			
	Audit	1411		1,000.00			
Consultant Fees and Costs	Architect and Engineering, Environmental Reviews	1430		30,000.00			
AMP 230: CA16-P027-010 Site 232 - Corrigger CATHEDRAL CITY	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450		\$34,000.00			
AMP 230: CA16-P027-018-2 Site 231 Don English DESERT HOT SPRINGS	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450		\$102,000.00			
AMP 230: CA16-P027-027 Site 234 Polk & Church THERMAL	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450		\$68,000.00			
AMP 230: CA16-P027-041 Site 235 Seventh St. MECCA	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450		\$97,000.00			
AMP 230: CA16-P027-041 Site 233 Aladdin INDIO	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450		\$49,000.00			
AMP 210: CA16-P027-018-1 Site 213 Dracaea MORENO VALLEY	AC conditioning replacement-dual-pack	1460	28 units on roof @ \$7000 ea.	\$196,000.00			
Contingency	Contingency	1502		\$8,000.00			



Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50111		Federal FFY of Grant: 2011		
Development Number		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
Name/HA-Wide Activities	Original	Revised	Actual	Original	Revised	
Operations						
Management Improvements						
Administration						
Audit						
Fees and Costs						
Site Improvement						
Dwelling Structures						

¹ Obligation and expenditure end dates can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

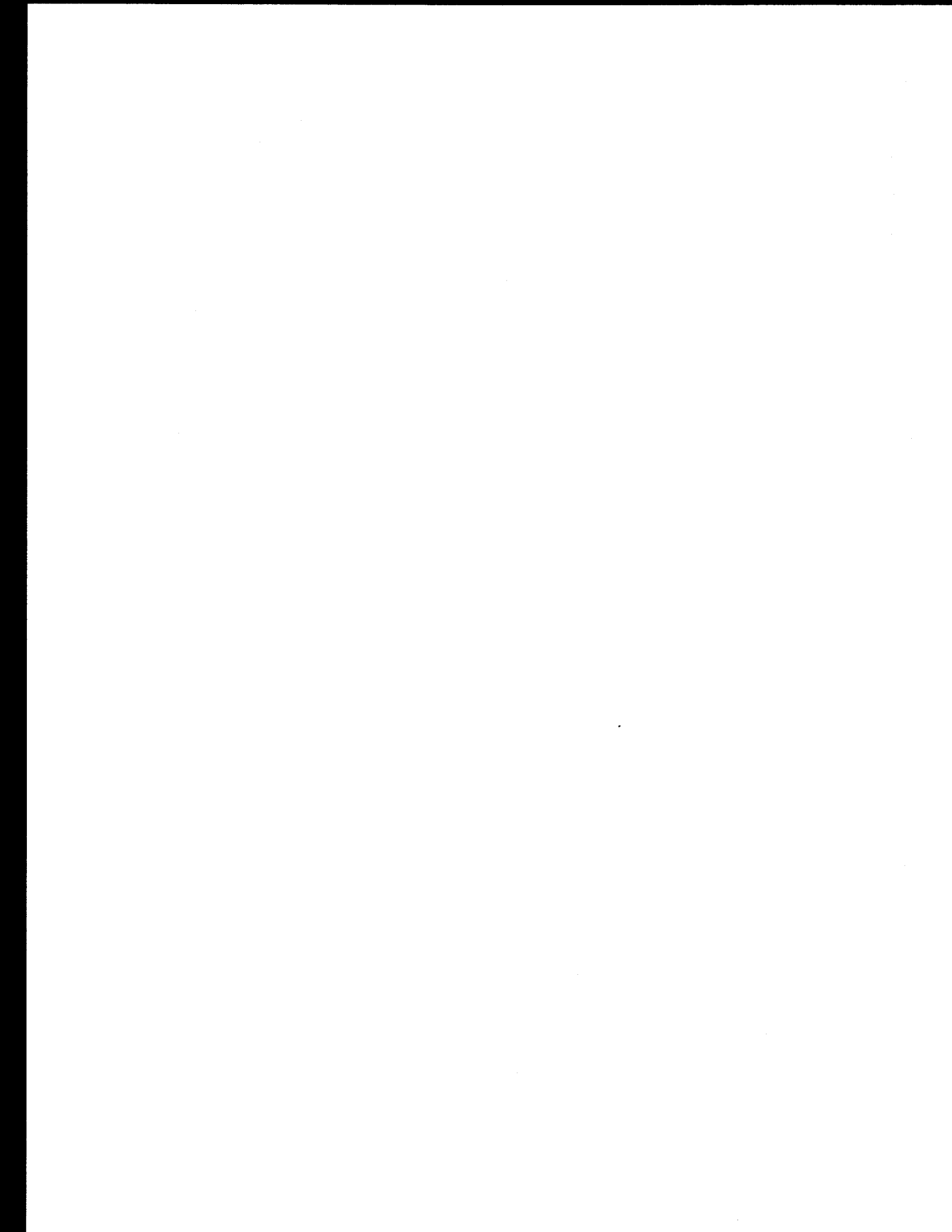


Capital Fund Program – Five Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name/Number Housing Authority of the County of Riverside/C027		Locality (City/County and State) Riverside/Riverside County, California			<input type="checkbox"/> Original 5-Year Plan	<input checked="" type="checkbox"/> Revision No: 7
A. Development Number and Name	Work Statement for Year 1 FFY Grant 2011	Work Statement for Year 2 FFY Grant: 2012	Work Statement for Year 3 FFY Grant: 2013	Work Statement for Year 4 FFY Grant: 2014	Work Statement for Year 5 FFY Grant: 2015	
210	Site 211 34 th Street CA16-P027-006/012 Riverside	\$203,000	\$107,300	\$70,000	\$120,000	
	Site 212 Jackson CA16-P027-007 Riverside	NO WORK	\$557,600	NO WORK	\$476,000	
	Site 213 Gloria CA16-P027-016 CA16- P027-020 Moreno Valley	NO WORK	\$228,000	\$327,000	\$70,000	
	Site 213 Dracaca CA16-P027-018-1 Moreno Valley	NO WORK	\$60,000	\$292,000	\$85,000	
	Site 214 Fort Drive CA16-P027-019-1 Riverside	\$63,000	NO WORK	\$52,000	\$49,000	
	Site 214 - Sherman CA16-P027-019-2 Moreno Valley	NO WORK	\$4,800	\$16,000	NO WORK	
	Site 214 Highland CA16-P027-022 Riverside	NO WORK	\$28,000	\$10,000	NO WORK	
	AMP 210 SUBTOTAL	\$266,000	\$985,700	\$767,000	\$800,000	



Capital Fund Program – Five Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name/Number Housing Authority of the County of Riverside/C027		Locality (City/County and State) Riverside/Riverside County, California			<input type="checkbox"/> Original 5 Year Plan <input checked="" type="checkbox"/> Revision No: 7	
Development Number and Name		Work Statement for Year 1 FFY Grant 2011	Work Statement for Year 2 FFY Grant: 2012	Work Statement for Year 3 FFY Grant: 2013	Work Statement for Year 4 FFY Grant: 2014	Work Statement for Year 5 FFY Grant: 2015
AMP 220	Site 221 Broadway CA16-P027-011/014 Lake Elsinore		NO WORK	\$82,000	\$196,000	\$196,000
	Site 221 Fairview CA16-P027-013 Lake Elsinore		NO WORK	\$39,000	\$80,000	NO WORK
	Site 222 Midway CA16-P027-021 Perris		\$280,000	\$97,000	\$35,000	\$48,000
	Site 223 Idyllwild CA16-P027-015 San Jacinto		NO WORK	\$18,800	NO WORK	\$98,000
	Site 224 5 th & Maple CA16-P027-001 Beaumont		NO WORK	NO WORK	NO WORK	\$154,000
	Site 225 – Williams CA16-P027-008 Banning		\$126,000	\$49,000	\$16,800	\$75,000
	AMP 220 SUBTOTAL		\$406,000	\$415,800	\$327,800	\$571,000

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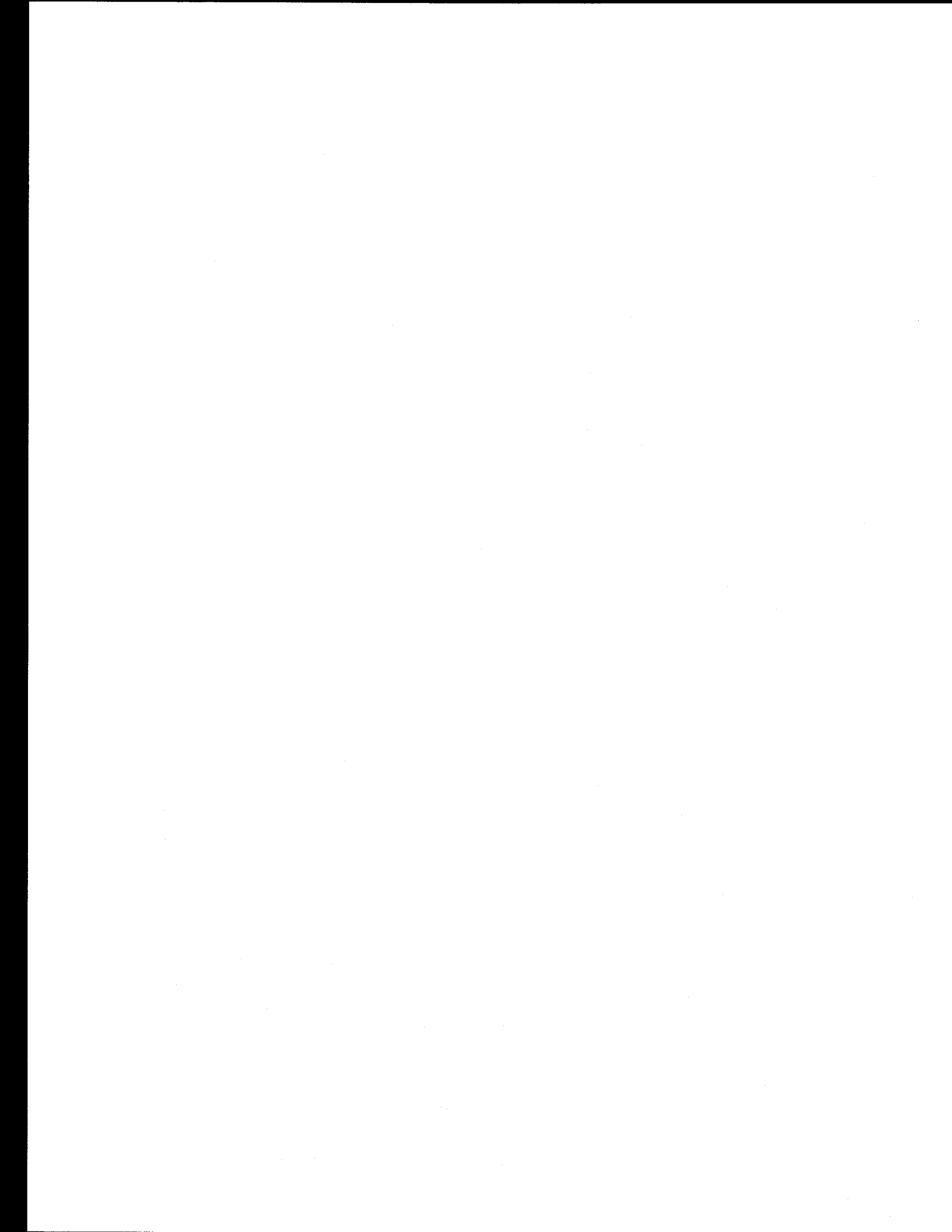


Capital Fund Program – Five Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name/Number Housing Authority of the County of Riverside/C027		Locality (City/County and State) Riverside/Riverside County, California			Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 7	
A.	Development Number and Name	Work Statement for Year 1 FFY Grant 2011	Work Statement for Year 2 FFY Grant: 2012	Work Statement for Year 3 FFY Grant: 2013	Work Statement for Year 4 FFY Grant: 2014	Work Statement for Year 5 FFY Grant: 2015
	AMP 230 Site 231 Don English CA16-P027-018-2 Desert Hot Springs		NO WORK		NO WORK	\$342,000
	Site 232 - Corrigedor CA16-P027-010 Cathedral City		\$60,000		\$57,000	\$16,800
	Site 233 Aladdin CA16-P027-041 Indio		NO WORK		NO WORK	\$74,000
	Site 234 Polk & Church CA16-P027-009/017/031 Thermal		\$96,000		\$120,000	\$144,000
	Site 235 Seventh St. CA16-P027-027 Mecca		\$40,000		\$40,000	NO WORK
	AMP 230 SUBTOTAL		\$	\$	\$217,000	\$576,800
	TOTAL WORK FOR AMPS		\$	\$1,597,500	\$1,311,800	\$1,947,800
G	Operations		\$165,000	\$165,000	\$165,000	\$165,000
	Management Improvements		\$50,000	\$50,000	\$50,000	\$50,000
	Administration		\$80,000	\$80,000	\$80,000	\$80,000
	Consultant Fees		\$	\$0	\$25,000	\$0
	Total CFP Funds (Est.)	\$80,000.00		1,892,500	1,631,800	2,242,800
	Total Replacement Housing Factor Funds	0	0	0	0	0



Capital Fund Program – Five Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages—Work Activities			Activities for Year 1		Activities for Year 2		Activities for Year 3	
			FFY Grant: 2012 PHA FY:		FFY Grant: 2013 PHA FY:		FFY Grant: 2014 PHA FY:	
See Annual Statement			Quantity	Estimated Cost	Quantity	Estimated Cost	Quantity	Estimated Cost
AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE			29 units @ \$7000 ea.	\$203,000	AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE		29 units @ \$2,500 ea.	\$72,500.00
Kitchen remodel-cabinets, counters, floors, & appliances					Water heater replacement		29 units @ \$1,200 ea	\$34,800.00
					Carpet			
AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE					AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE			
NO WORK				\$0	Carpet		68 units @ \$1200 ea	\$81,600
					A/C replacement		68 units x \$7000 ea	\$476,000
AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY				\$0	AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY			
NO WORK					Kitchen remodel-cabinet, counters, floors & appliances		34 units @ \$7000 ea.	\$228,000
AMP 210: CA16-P027-018-1 Site 213 Dracaca MORENO VALLEY					AMP 210: CA16-P027-018-1 Site 213 Dracaca MORENO VALLEY			
					Stucco, color-coat and paint trim		5 bldgs, 28 units	\$60,000
AMP 210: CA16-P027-019-1 Site 214 Fort Drive RIVERSIDE					AMP 210: CA16-P027-019-1 Site 214 Fort Drive RIVERSIDE			\$0
Kitchen remodel-cabinets, counters, floors and appliances			9 @ \$7000 ea.	\$63,000	NO WORK			\$0



Capital Fund Program – Five Year Action Plan

AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY				AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY	\$0			AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY	\$0
NO WORK				CARPET	\$0		4 units @ \$1200 ea.	4 units @ \$1200 ea.	\$4,800
AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE				AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE				Kitchen replacement - cabinets, counters, floors, & appliances	\$28,000
Carpet			4 units @ \$1200 ea		\$4,400				
AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE				AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE				Water main valve and pressure regulator replacement	\$14,000
NO WORK					\$0		28 units		\$68,000
				Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible					
AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE				AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE				Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	\$39,000
Carpet			16 units @ \$1200 ea		\$19,200				
AMP 220: CA16-P027-021 Site 222 Midway PERRIS				AMP 220: CA16-P027-021 Site 222 Midway PERRIS				Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	\$97,000
Kitchen remove and replace			40 units @ \$7K ea.		280,000				

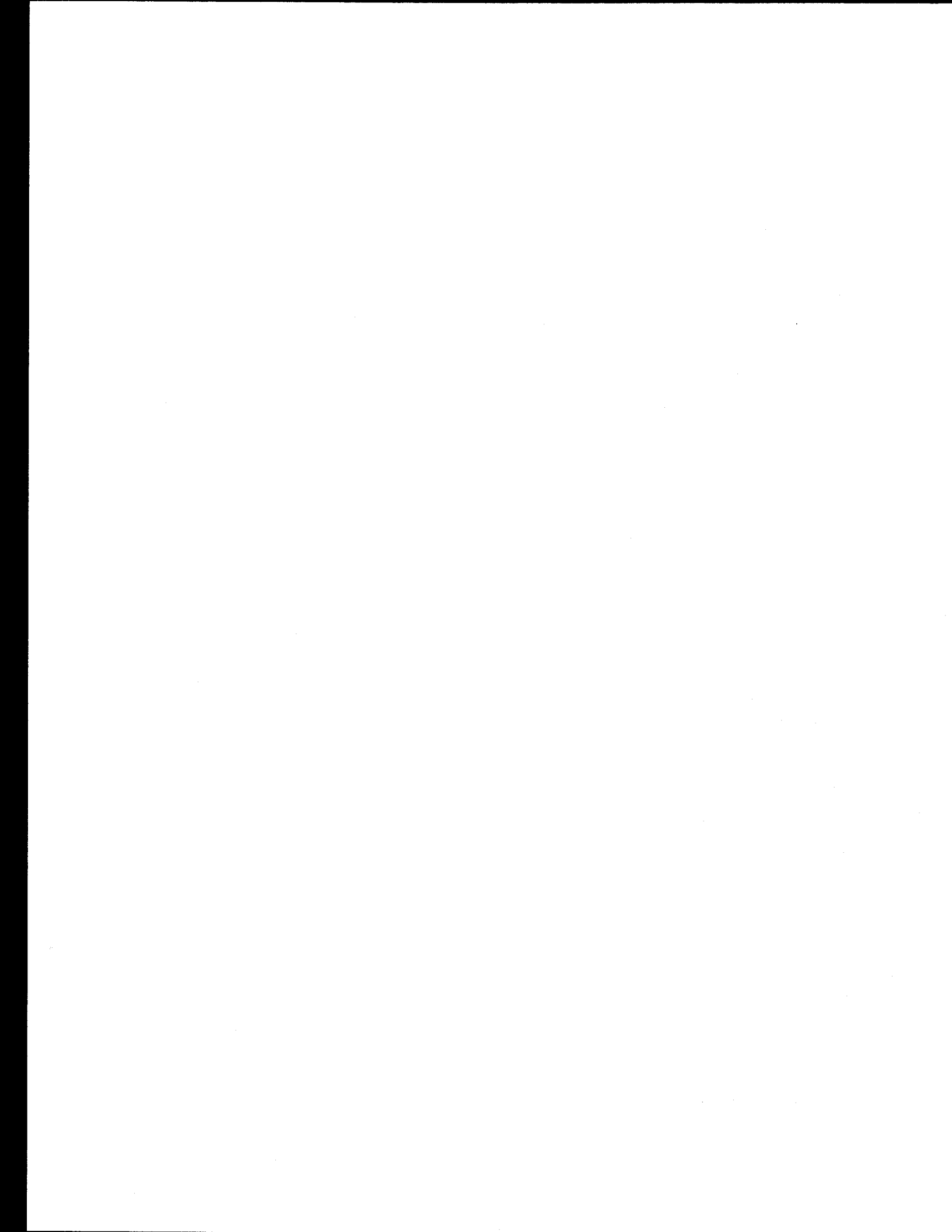




Capital Fund Program – Five Year Action Plan

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 Office of Public and Indian Housing
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 Expires 4/30/2011

AMP 230: CA16-P027-041 Site 233 Aladdin INDIO	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$49,000	AMP 230: CA16-P027-041 Site 233 Aladdin INDIO NO WORK	
AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL	AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL			AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL New carports	\$96,000
AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA	AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA			AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA Window awnings	13 bldgs \$1,000-1,200 x unit \$40,000



Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year 4 FFY Grant: 2014 PHA FY:	Quantity	Estimated Cost	Activities for Year 5 FFY Grant: 2015 PHA FY:	Quantity	Estimated Cost
See Annual Statement	AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE			AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE	1 unit	\$75,000
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$70,000	Ornamental Fencing		
				Remove and replace irrigation		\$45,000
	AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE			AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE		
	NO WORK		\$0	Kitchen and Bath remodel	68 units x \$7000	\$476,000
	AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY			AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY		
	a/c remove and replace	34 units & 1 Mt. Shop @ \$7000 ea.	\$245,000	*Hot water heater & closet enclosures, older section	11 buildings -20 units	\$70,000
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$82,000			
	AMP 210: CA16-P027-018-1 Site 213 Dracaca MORENO VALLEY			AMP 210: CA16-P027-018-1 Site 213 Dracaca MORENO VALLEY		
	Carpet	28 units @ \$1000 ea	\$28,000	Ornamental fencing/metal dumpster doors		\$85,000
	Kitchen remodel- cabinets, counters, floors, & appliances	28 units @ \$7000 ea.	\$196,000			
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$68,000			



Capital Fund Program – Five Year Action Plan

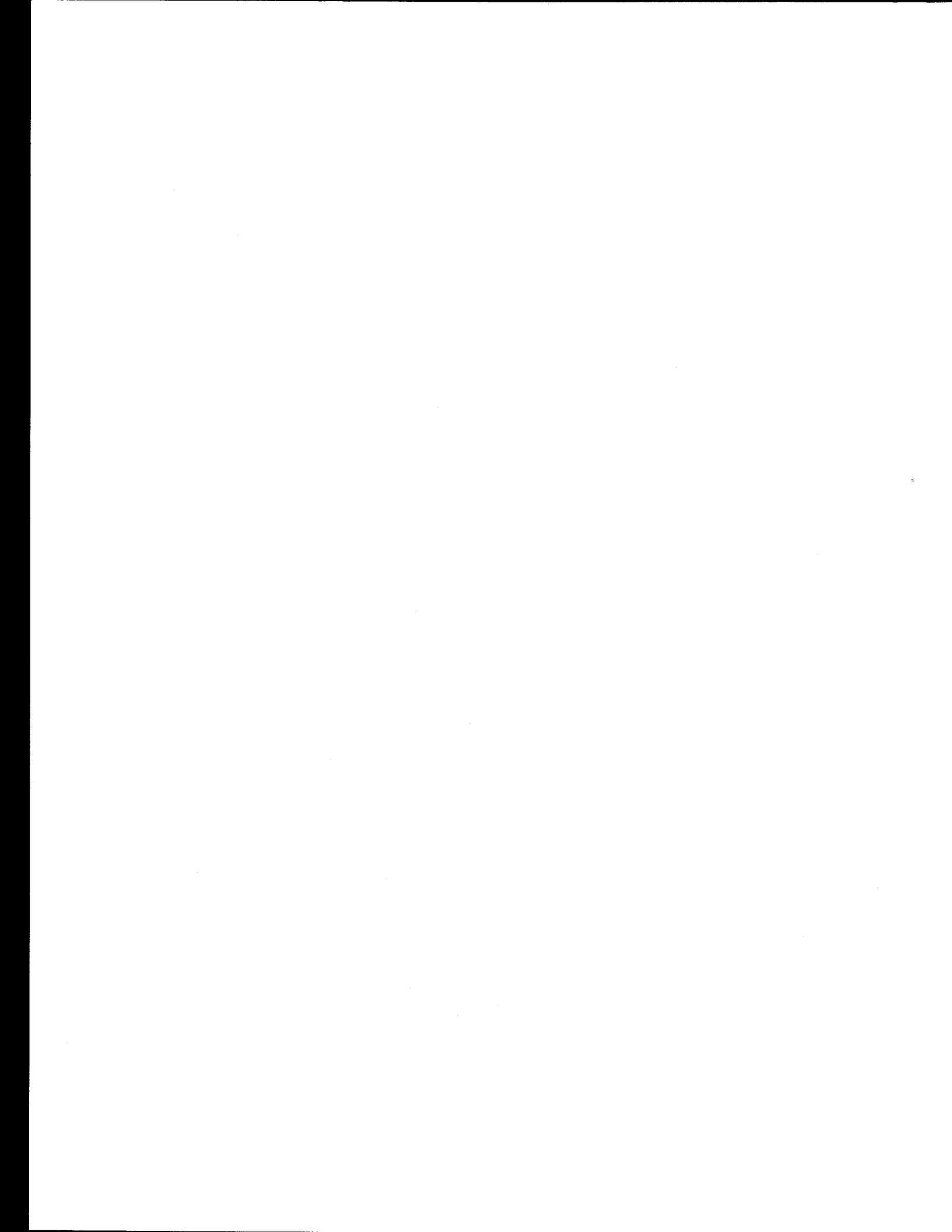
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AMP 210: CA16-P027-019-1 214 Fort Drive RIVERSIDE	Remove front wood siding and stucco and remove and replace windows	9 units, 4 bldgs.	\$30,000	AMP 210: CA16-P027-019-1 Site 214 Fort Drive RIVERSIDE	Cooler remove and replace to \$60,000 ea (2 units exc)	\$49,000
AMP 210: CA16-P027-019-2 214 - Sherman MORENO VALLEY	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$22,000	AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY		
AMP 210: CA16-P027-019-2 214 - Sherman MORENO VALLEY	Remove and replace garage doors	4 units x \$1,500	\$6,000	NO WORK		\$0
AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$10,000	AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE		
AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE	NO WORK		\$0	NO WORK		\$0
AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$10,000	AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE		
AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE	Air Conditioning replacement-dual-pack	28 units @ \$7000 ea.	\$196,000	Kitchen remodel	28 @ \$7000	\$196,000
AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE				AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE		
AMP 220: CA16-P027-021 Site 222 Midway PERRIS	Air Conditioning replacement-Heat pump	16 units @ \$5000 ea.	\$80,000	NO WORK		\$0
AMP 220: CA16-P027-015 Site 222 Midway PERRIS				AMP 220: CA16-P027-021 Site 222 Midway PERRIS		
AMP 220: CA16-P027-015 Site 223 Idyllwild	Color coat stucco damaged areas	10 bldgs	\$35,000	CARPET	40 units @ \$1200 ea	\$48,000
AMP 220: CA16-P027-015 Site 223 Idyllwild				AMP 220: CA16-P027-015 Site 223 Idyllwild		



Capital Fund Program – Five Year Action Plan

SAN JACINTO					SAN JACINTO			
NO WORK			\$0		Cooler remove and replace with a/c	14 units @ \$7000 ea		\$98,000
AMP 220: CA16-P027-001 Site 224, 5 th & Maple BEAUMONT					AMP 220: CA16-P027-001 Site 224, 5 th & Maple BEAUMONT			
NO WORK			\$0		Structural Enhancements: Roof redesign, front porch additions/ remove and replace doors	7 bldgs./ 14 units		\$154,000
AMP 220: CA16-P027-008 Site 225 – Williams BANNING					AMP 220: CA16-P027-008 Site 225 – Williams BANNING			
Carpet	14 units @1200		\$16,800		Playground	1 unit		\$45,000
					Front approach at gate replacement	1 unit		\$30,000
AMP 230: CA16-P027-018-2 Site 231 Don English DESERT HOT SPRINGS					AMP 230: CA16-P027-018-2 Site 231 Don English DESERT HOT SPRINGS			
NO WORK			\$0		Carpet	42 units @ 1200		\$48,000
					Kitchen remodel	42 units @ \$7000		\$294,000
AMP 230: CA16-P027-010 Site 232 - Corriggerdor CATHEDRAL CITY					AMP 230: CA16-P027-010 Site 232 - Corriggerdor CATHEDRAL CITY			
Playground w/cover	1 unit		\$7,000		Carpet	14 units @ \$1200		\$16,800.00
AMP 230: CA16-P027-041 Site 233 Aladdin INDIO					AMP 230: CA16-P027-041 Site 233 Aladdin INDIO			
NO WORK			\$0		Hot water heaters replacement to on-demand	20 @ \$2500		\$50,000
					Carpet	20 units @ \$1200 ea		\$24,000



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	AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL Front porch enhancements on Thermal 1	28 units, 20k x 6 bldgs	\$120,000	AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL Carpports	4 for T1 x 12-48 8 for T2 x 12-96 Total: 144	\$144,000
	AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA			AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA		
	CARPET New carpports	40 units @1000 ea Moved to ARRA Stimulus Yr:50109	\$40,000 \$0	NO WORK		\$0

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**ADMINISTRATIVE PLAN
FOR THE HOUSING CHOICE
VOUCHER PROGRAM**

**Housing Authority of the
County of Riverside**

Effective July 1, 2011

Housing Authority of the County of Riverside Administrative Plan

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements are described in, and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority of the County of Riverside (HA) staff shall be in compliance with the United States Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as federal, state and local fair housing laws and regulations.

The HA is committed to the goals and policies contained in the Housing Element of the General Plan for the County of Riverside and the County of Riverside Consolidated Plan.

A. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs.

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

B. SERVICE POLICY/ACCOMMODATIONS

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be customer service oriented in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.

In matters where the HA has discretion, waivers to existing policy shall be determined by the Director or designee.

C. TRANSLATION OF DOCUMENTS

The Housing Authority will translate documents into other languages when feasible.

D. FAMILY OUTREACH

It is the goal of the HA to assure that participating families in the program are representative of the County's targeted population groups, as identified in the Consolidated Plan of its area of operation. The HA will publicize and disseminate information to make known the availability of

Housing Authority of the County of Riverside Administrative Plan

housing assistance and related services for low income families on an as needed basis. The HA will publicize the availability and nature of housing assistance for low income families in a newspaper of general circulation, minority media, through the agency's website at www.harivco.org and by other suitable means (such as distributing information to non-profit agencies within the county).

E. PRIVACY RIGHTS AND PROVIDING INFORMATION TO OWNERS

The HA's policy regarding release of information is in accordance with state and local laws which restricts the release of family information.

The HA's practices and procedures are designed to safeguard the privacy of applicants, program participants, and participating owners or property managers. All applicant and participant hard files and imaged files will be stored in a secure location that is only accessible by authorized staff. Owner records will be filed and/or imaged with the participant's file.

In accordance with HUD requirements, the HA will furnish prospective owners with the names and addresses of current and prior landlords of applicants and participants for tenant screening purposes.

F. EQUAL OPPORTUNITY

The HA practices equal opportunity in hiring, promotion and conditions of employment. The HA will comply with the equal opportunity housing requirements in regard to non-discrimination in housing.

G. SPECIAL HOUSING TYPES

The HA routinely provides Manufactured home space rental assistance and will provide Shared Housing, Single Room Occupancy (SRO), Congregate housing, group home and/or cooperative housing assistance as a reasonable accommodation to applicants and participants who request it in order to make the program more accessible. Except where specifically regulated, all HA policies in this Administrative Plan also apply to the special housing types.

H. RULES AND REGULATIONS

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to Section 8 not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines, or other applicable law.

I. JURISDICTION

The HA's area of operation is all of the incorporated and unincorporated cities and areas in Riverside County.

J. MONITORING PROGRAM PERFORMANCE

The HA will monitor program performance in compliance with the Annual Contributions Contract and other applicable laws, regulations and guidelines. It is the agency's objective to receive the highest rating from HUD using the Section 8 Management Assessment Program (SEMAP).

The HA will monitor Housing Quality Standards (HQS) in accordance with the Code of Federal Regulations 24 CFR Part 982, by conducting quality control inspections in an amount necessary to meet HUD requirements.

K. PROGRAM INTEGRITY MONITORING (PIM)

The Housing Authority of the County of Riverside administers Program Integrity Monitoring (PIM). The purpose of the program is to ensure that public funds are paid only on behalf of qualified and eligible participants, and to landlords and owners who comply with all contract provisions in accordance with federal regulations. (Refer to Appendix C)

L. REQUESTS FOR INFORMATION FROM FILES

The HA will make records available to individuals and organizations with legitimate purposes. In order not to cause a financial burden on the HA, charges for this information will be 25 cents per page for photocopies, and \$30 per hour for staff time in locating and gathering information. If the file is stored in archives, an additional \$35 fee will be charged to request it from storage.

M. USE OF ADMINISTRATIVE FEE RESERVE

The HA Board of Commissioners must authorize any withdrawal from administrative fee reserves proposed through the annual budget approval process. The Board of Commissioners must authorize any amount in excess of \$75,000 per occurrence that is used during the fiscal year in addition to the previously approved amount.

N. CODE OF CONDUCT

All employees are expected to abide by the Code of Conduct for the Housing Authority, which is included as Appendix B of this document.

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Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This chapter defines the HUD and HA criteria for admission and denial of admission to the program. The policy of the HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

To be eligible for participation, an applicant must meet HUD criteria, as well as any permissible additional criteria established by the HA, i.e., Amended Policy on Zero Tolerance of Criminal Activity (see Appendix D), and established local preferences (see Chapter 4).

The family's placement on the waiting list will be made in accordance with their registration date, time and self-disclosed preferences.

A. QUALIFICATION AS A FAMILY

The applicant must qualify as a family. A family may be a single person or a group of persons.

A group of persons may be:

Two or more persons sharing residency whose combined income and resources are available to meet the household needs, or who have evidence of a stable family relationship.

Two or more elderly or disabled persons living together or one or more elderly or disabled persons living with one or more live-in aides is a family.

A minor who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available for other family members.

A minor whose custody has been awarded by the court to the family or whose legal guardianship has been awarded by the court to the family, is considered a member of the family.

A single person may be:

- An elderly person
- A displaced person
- A person with a disability
- Any "other single" person

Head of Household

The head of household is the adult member of the household who is designated by the family, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state/local law. Emancipated minors who qualify under state law may be recognized as the head of household.

Live-In Aide- CFR 982.316

A family that consists of one or more elderly, near-elderly or disabled persons may request that the HA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The HA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR Part 8 to make the program accessible to and usable by the family member with a disability. A statement from a licensed professional supporting the need for a Live-In Aide will be required. This statement must be renewed every year at the annual recertification.

Live-in aide means a person who resides with one or more elderly persons, near-elderly or disabled persons and who:

1. Is determined by the HA to be essential to the care and well being of an elderly person or a person with disabilities,
2. Is not obligated for the support of the person(s),
3. Would not be living in the unit except to provide the necessary supportive services.

Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live-in aide since 24CFR Section 982.402(b)(7) implies live-in aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA. Therefore, regardless of whether these caregivers spend the night, an additional bedroom should not be approved (PIH 2009-22).

A PHA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that housing quality standards (HQS) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live-in aide would result in the violation of HQS, the additional family members of the live-in aide may not be approved.

PIH 2010-51 (HA)

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides will not be considered as a remaining household member of the tenant family or be entitled to any housing assistance independent of the participant and will sign a certification to that effect.

At any time, the HA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:

1. The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. The person violates the Amended Policy on Zero Tolerance of Criminal Activity; or
3. The person currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act;
4. If the live-in aide requires a live-in aide or care provider for themselves;
5. If the HOH requires a live-in aide, the HOH may not be a live-in aide/caretaker for someone else.
6. If the live-in aide would not be living in the unit except to provide the necessary supportive

services (i.e. parent of a child).

Multiple Families in the Same Household - Joint Custody of Children

When two families living together apply for assistance, (such as a mother and father and a daughter with her own husband or children), they will be treated as a single family unit.

Children who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are trying to claim the child, the HA will consider court records as the authority for custody. In the absence of court records, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent and as a member of that household.

B. INCOME LIMITS

HUD determines income limits for admission to the Section 8 Program. To be eligible, the applicant must be a family in any of the following categories:

- A "very low income" family;
- A low-income family that is "continuously assisted" under the 1937 Housing Act;
- A low-income family that meets additional eligibility criteria specified in the PHA administrative plan. Such additional PHA criteria must be consistent with the PHA plan and with the consolidated plans for local governments in the PHA jurisdiction;
- A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D));
- A low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in § 248.101 of this title;
- A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program under § 248.173 of this title.

C. DISCLOSURE OF SOCIAL SECURITY NUMBERS- PIH 2010-3 and CFR 5.216

All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). Addition of new household members at least 6 years of age or under the age of 6 and who **has an assigned SSN**, the tenant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add new household member or during interim re-exam. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Addition of new household members under the age of 6 **without an assigned SSN**, are included as household members and entitled to benefits and the Head of Household is given 90 days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

(24 CFR Part 5)

Mixed Families

An applicant family is eligible for assistance so long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called mixed households. Such applicant families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

No eligible members

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students.

Non-citizen students as defined by HUD in the non-citizen regulations are not eligible for assistance.

Appeals

For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

E. SUITABILITY OF FAMILY

It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

F. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur after the issuance of a Voucher, but before the execution of a lease and contract must be processed so that under no circumstance will a family be admitted if they are over the HUD published 50% AMI Income Limit. For example, if a household goes over the income limit prior to lease up, the applicant is no longer eligible for the program [982.201(b)(4)]. They will be notified in writing of their ineligible status and their right to an informal review.

In order to be compliant with regulatory requirements, the Housing Authority will release families to result in a lease up of 75% of the families being at or below 30% of the median income (extremely low income). If a family has a change in income that results in the family exceeding the 30% income limits for the family size at the time of verification and/or prior to lease up, the family's income will be updated and they will be returned to the waiting list and notified in writing. The family will be eligible for a future release between 30% and 50% of the income limits (very low income).

Changes that are reported after voucher issuance will not affect the preference eligibility of the household once the preference criterion has been verified.

G. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The HA Section 8 waiting list closed July 1, 2010, as the existing pool of applicants exceeded foreseeable resources. The waiting list will remain closed until such time as it is determined additional applicants are required to ensure full program utilization. Should the waiting list reopen, the HA will follow procedures in accordance with 24 CFR, 982.206. Public Notice will be given and outreach conducted to allow all those wishing to apply equal opportunity. This chapter describes the policies and procedures for completing the waiting list registration, placement on the waiting list, and completion of the Section 8 Application, including verifications and other required documents. Registrants will be placed on the waiting list in accordance with this Plan.

A. WAITING LIST REGISTRATION

At such time as the Section 8 waiting list reopens, public notice will be issued and outreach will be conducted on a continual basis by distribution of waiting list registration forms to libraries, non-profit organizations and other public agencies. Advertisement of the housing programs is done on an as needed basis in the local paper of record, minority newspapers, other media and the agency's website at www.harivco.org. Outreach and advertisement notices include:

1. A brief description of the housing program
2. Basic information on eligibility requirements
3. The HA's address and telephone number

When the Section 8 waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance must complete a registration form. Registrations will be taken by phone, on the Internet, by mail, by fax or by personal delivery to the HA offices. Upon request, reasonable accommodations will be made for persons with disabilities.

When the waiting list registration form is received by the HA, the applicant will receive a letter that confirms placement on the waiting list. The person whose name is listed on the registration will be considered the Head of Household and will be the person entitled to the placement on our waiting list. The letter will include instructions to verify information and report changes as they occur.

The purpose of the registration form is to permit the HA to determine placement on the waiting list based on the information provided by the applicant. Registrants are required to inform the HA of changes in family composition, income, and address, as well as any changes in their preference status (See Chapter 4). Registrants are also required to respond to requests from the HA to update information on their registration, or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the registrant being removed from the waiting list.

B. SECTION 8 APPLICATION

When funding is available, families will be sent a Section 8 Application according to their preference-determined sequence and by the date and time the registration was received by the HA. This process is followed regardless of family size.

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The Section 8 Application and related verifications determines the family's ability to claim a preference and requires a signature. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status. If the family does not meet the current preferences, they are returned to the Waiting List.

If the family meets the preferences, they are sent an Eligibility Questionnaire, which includes the HUD Form 9886, Release of Information, Form HUD-52675, What You Should Know About EIV and the Declaration of Citizenship. All adult members must complete and sign these documents. The Eligibility Questionnaire is used to determine final eligibility for Voucher issuance and requires full verification. Applicants will be required to sign specific verification forms requesting information that is not covered by the HUD Form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

If the HA utilizes an interview at the time of the full application, it is the applicant's responsibility to reschedule the interview if she/he misses the appointment. Appointments are rescheduled only if missing the appointment is justifiable and the request is made no later than 10 calendar days from the original appointment date. Requests for rescheduled appointments must be submitted in writing with verification (doctor's note, etc.) as to the reason for the reschedule. If the applicant does not reschedule a missed meeting, the HA will deny the application.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 calendar days to supply the information. If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance.

If an applicant is denied assistance, the applicant will be offered an opportunity to request an informal review.

Upon request, reasonable accommodations will be made for persons with a disability.

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the applicant is determined eligible, a briefing will be scheduled to issue a Voucher and explain the family's obligations and the program requirements.

During the initial eligibility determination process and any subsequent eligibility reexaminations, all contact such as correspondence, telephone calls, interviews, or inspections will be documented by the Housing Specialist.

Chapter 4

SELECTION OF FAMILIES FROM WAITING LIST

INTRODUCTION

It is the HA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. This chapter defines the eligibility criteria for the HA, and it explains the waiting list order which the HA has adopted to meet local housing needs.

By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified registrants will be available so that program funds are used in a timely manner.

A. WAITING LIST PREFERENCES

The HA has implemented the following preferences for drawing names from the waiting list. In accordance with California State Law [HSC 34322.2 (b)], at each level of preference, families meeting the definition of a veteran according to California Military and Veterans Code, Section 980, will have priority. In accordance with Federal Regulations [24CFR 982.201 (b) (2)], at each level below, from the families that meet the preferences, the Housing Authority will release families to result in a lease up of: 75% of the families will be at or below 30% of the median income (extremely low income), and 25% of the families will be between 30% and 50% of the median income (very low income). If the first level releases do not satisfy the regulations regarding extremely low income families, releases will be done at the second level of preferences until the 75% extremely low income requirement is met.

In order to be compliant with regulatory requirements, the Housing Authority will release families to result in a lease up of 75% of the families being at or below 30% of the median income (extremely low income). If a family has a change in income that results in the family exceeding the 30% income limits for the family size at the time of verification and/or prior to lease up, the family's income will be updated and they will be returned to the waiting list and notified in writing. The family will be eligible for a future release between 30% and 50% of the income limits (very low income).

The waiting list will remain open at all times for registrations meeting an extraordinary local preference [CFR 982.206 (c)], registrations for families meeting the definition of a veteran according to California Military and Veterans Code, Section 980, [HSC 34322.2 (b)] and for HUD-funded specified families (i.e. Family Unification Program (FUP), Project Based Vouchers, Veterans Affairs Supportive Housing (VASH), discretionary vouchers targeting special needs populations, and Mainstream Vouchers [CFR 982.204 (e)]).

EXTRAORDINARY LOCAL PREFERENCE

Up to a total of 15% of annual admissions will be targeted for an extraordinary local preference for the following registrants: Referrals by the Court Program (A program run by Riverside County Family and Dependency Drug Courts); Foster Care Youth (A program of the Council for Youth Development); registrants that are extremely elderly (75 years or older); registrants displaced by government action or emergency as certified by a city, county or state agency official (executive level or above), etc. The approval of the Director or designee is necessary for an extraordinary local preference. These admissions must meet the County of Riverside

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Residency Preference except for those who are displaced by government action. **24 CFR 982.204 (a) and 24 CFR 982.207 (a) (2) and (3).**

FIRST LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Rent-burdened or homeless, and
- 3) Working Families with dependent or minor children or Elderly families or Disabled families

SECOND LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Rent-burdened or homeless, and
- 3) Non-Working Families with dependent or minor children

THIRD LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Rent-burdened or homeless, and
- 3) Working families without children

FOURTH LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Rent-burdened or homeless, and
- 3) Non-working families without children.

The Housing Authority will exhaust all families at each preference level before releasing from the next lower level except as noted above. Date and time of registration for registrants with equal preferences will determine order of release.

Change in Circumstances

Changes in a registrant's circumstances while on the waiting list may affect the family's entitlement to a preference. Registrants are required to notify the HA when circumstances change.

When a registrant claims an additional preference, she/he will maintain the original date of registration and will be updated on the waiting list in the appropriate order determined by the newly claimed preference. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status. Preference eligibility is verified at the time of completion of the Section 8 Application up until voucher issuance.

B. EXCEPTIONS FOR SPECIAL ADMISSIONS

24 CFR 982.203

If HUD awards program funding that is targeted for a specific group, the HA will admit these families under a special admission procedure. The families will be selected in accordance with the Notice of Funding Availability and the HA's application for funding.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The HA maintains separate records of these admissions.

C. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first family meeting the targeted funding criteria, based on time and date of registration.

Examples of targeted programs are:

- Disabilities/Mainstream
- Family Unification/Court Referrals
- Moderate Rehabilitation

D. ORDER OF SELECTION

Families are selected from the waiting list and sent a Section 8 Application based on the preferences listed above. The waiting list will be organized by date and time among registrants with equal preference status regardless of family size. Preference information will be verified when families complete a Section 8 Application and the qualification for preference must exist at the time the preference is verified up until voucher issuance regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

E. IF PREFERENCES ARE NOT MET

If the applicant does not qualify for a preference, the HA will return the family to the waiting list. The HA will notify the applicant in writing of the reasons why the preference was denied and that they will be returned to the waiting list and maintain the same date and time on the waiting list as before they were selected. If the applicant falsifies documents or makes false statements in order to qualify for any preference they will be denied assistance and offered an opportunity to request an informal review in writing within 10 days. Applicants may exercise other rights if they believe they have been discriminated against.

F. REMOVAL FROM WAITING LIST AND PURGING

If a registrant fails to respond within 30 calendar days to a mailing from the HA, the registrant will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the registrant will be removed without further notice, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities.

The waiting list will be purged periodically by a mailing to registrants inquiring as to continued interest to be on the waiting list to ensure that the waiting list is current and accurate.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination of the Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This chapter explains the subsidy standards which will be used to determine the Voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

A. DETERMINING VOUCHER SIZE

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per subsidized bedroom. The HA's subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented. During the HAP contract term, the unit size on the Voucher (subsidy) may only change at the next full recertification after the change in family unit size. (24CFR 982.505 (c) (5))

One bedroom will be assigned to the head of the household and spouse/co-head, and one bedroom will be assigned for each additional two persons. An unborn child (with verification of pregnancy) will be counted as a family member in determining bedroom size.

The HA will not issue a larger Voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. A larger bedroom size will not be issued if a member of the nucleus family moves out and returns as an adult, unless it is to offer a reasonable accommodation for a disabled family member. If a member returns as an adult and brings additional non-nucleus members with them, the voucher size does not increase. Adding additional non-nucleus members will not be approved if it causes the family to be under-housed.

Exceptions will be made in the documented cases of a live-in aide or as a reasonable accommodation to make the program accessible to and usable by the nucleus family member with a disability. The family unit size for any family consisting of a single person must be either a zero or a one-bedroom unit. A PHA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that housing quality standards (HQS) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live-in aide would result in the violation of HQS, the additional family members of the live-in aide may not be approved. [(PIH 2010-51 (HA))]

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Any foster members who are in the home at the time of initial voucher issuance, at the time of relocation or at an annual re-examination, and are determined to be long-term placement, will be considered as family members in the determination of subsidy size. For the purpose of determining subsidy size, long-term placement is defined as 12 or more months.

B. CHANGES IN VOUCHER SIZE

Changes for Applicants and Participants:

The Voucher size is determined at the time of Voucher issuance by comparing the family composition to the HA subsidy standards. If an applicant or participant requires a change in the Voucher size, the following guidelines will apply:

Requests for Exception to Subsidy Standard

A family with a disabled family member may request that the HA grant an exception to the subsidy standard. The HA will approve the exception as a reasonable accommodation if the family demonstrates a nexus to the disability is present to make the program accessible to and usable by the family member with a disability. This will be verified through a third party licensed professional's verification. Verification of the need must be provided annually on a Housing Authority approved form. In addition, requests involving separate bedrooms for medical equipment will be verified at the time of a participant's annual inspection or a special inspection may be conducted after an initial lease up to ensure that program funds are being used for the purpose in which they were intended. A PHA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure the housing quality standards (HQS) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live-in aide would result in the violation of HQS, the additional family members of the live-in aide may not be approved. [(PIH 2010-51 (HA))]

Under-housed (unit too small for size of family)

If a unit does not meet HQS space standards due to an increase in family size by birth, adoption, court awarded custody or marriage, the HA will issue a new Voucher.

Over-housed (unit too large for size of family)

If a participant has a decrease in the family size, the family has the option to be issued a new Voucher or remain in the unit they are currently renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination. If the family chooses to move, the Voucher will be issued with the correct subsidy standard. The amount the family pays for rent must be affordable and the tenant portion of rent and the current utility allowance cannot exceed 40% of their adjusted income at the time of lease up. The approved rent will be based on the payment standard for the number of bedrooms the family is eligible for, or the actual number of bedrooms in the unit, whichever is less. In cases where the gross rent is less than the payment standard, it will be used as the payment standard.

C. UNIT SIZE SELECTED

The family may select a different size unit than that listed on the Voucher using the HUD criteria for Payment Standards provided the unit is rent reasonable and affordable. The amount of assistance is based on the authorized or actual bedroom size, whichever is less.

Chapter 6

ELIGIBILITY FACTORS

INTRODUCTION

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations. This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this chapter address those areas which allow the HA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of TTP.

A. HOUSEHOLD COMPOSITION

The HA must compute all applicable income of every family member, including those who are temporarily absent. In addition, the HA must count the income of the spouse/co-head or the head of the household if that person is temporarily absent, even if that person is not on the lease. If the spouse/co-head is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Income of persons permanently absent will not be counted.

It is the responsibility of the head of household to report (in writing) changes in income and family composition within 10 calendar days.

The HA will evaluate absences from the unit using this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate the contract and/or the assistance in accordance with appropriate termination procedures contained in this Plan.

- Families are required to notify the HA before they move out of a unit.
- Families must notify the HA if they are going to be absent from the unit for more than three weeks.
- If it is determined that the family is absent from the unit, the HA will not continue assistance payments. "Absent" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the HA may, but is not limited to:
 - Write letters to the family at the unit
 - Telephone the family at the unit
 - Interview neighbors
 - Verify if utilities are in service
 - Contact the landlord
 - Conduct special inspections

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If the absence which resulted in termination of assistance was due to a person's disability, and the HA can verify that the person was unable to notify the HA in accordance with the family's responsibilities, and if funding is available, the HA may reinstate the family if an accommodation is requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for 183 days in a 12 month period, except as otherwise provided in this chapter.

Absence due to Medical Reasons

Housing Assistance Payments may continue up to six months when the subsidized unit is vacant due to hospitalization. However, hospitalization more than one month requires written medical verification that there is a reasonable expectation the person will be able to return to independent living within the six-month period. The participant's share of the rent must be paid during the hospitalization period. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire family" policy.

Foster care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

Any foster children or foster adults who are in the home at the time of initial voucher issuance, at the time of relocation or, at an annual re-examination, and are determined to be long term placement, will be considered as family members in the determination of subsidy size. For the purpose of determining subsidy size, long-term placement is defined as 12 or more months.

Temporary Caretaker for Children

If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 180 days.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at six-month intervals. If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

After 180 days the HA will approve a person to reside in the unit as caretaker for the child/children, and the income will be counted pending a final disposition. The HA will transfer the Voucher to the caretaker for as long as his/her services are required. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

When court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker until the child/children become able to care for themselves. In no case will the caretaker be eligible to become the remaining member.

Absent Adult

If a member of the household is subject to a court order that restricts him/her from the home for more than six months then the person will be considered permanently absent.

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The family will be required to notify the HA in writing within 10 calendar days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

If an adult child goes into the military and leaves the household, or moves out of the household to attend and live elsewhere for college, they will be considered permanently absent.

Visitors

Any person not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or a total of 30 days in a 12-month period (unless the lease is more restrictive), will be considered to be living in the unit as an unauthorized household member.

Minors and college student family members who live away from the home and who visit up to 182 days per year will be considered eligible visitors (subject to the lease agreement), not family members, and will not be counted in determining the subsidy standard for the family. Eligible visitors must be reported to and approved by the HA prior to visiting the home.

Reporting Changes in Household Composition to Owner and HA

Reporting changes in household composition to the HA is both a HUD and a HA requirement. The family must submit a written request prior to adding household members. Any person who moves into the assisted unit without written approval from the Housing Authority will be considered an unauthorized household member. Additions to the household by birth, adoption or court-awarded custody must be reported in writing to the HA within 10 calendar days. In addition, the family must obtain prior written approval from the owner when there are members and/or a live-in aide added to the household.

If a family member leaves the household, the family must report this change to the HA, in writing, within 10 calendar days of the change and certify as to whether the member is temporarily absent or permanently absent. The HA will conduct an interim evaluation for changes in accordance with the interim policy. The HA will require verification of the family member's new address. If the head of household is unable to provide this information because the person's whereabouts are unknown, the head of household will be required to complete a Certified Statement to this effect.

B. INCOME, ALLOWANCES AND MINIMUM FAMILY CONTRIBUTION

HUD regulations define incomes and allowances. The HA will include and exclude income in accordance with 24 CFR Part 5.

There is no minimum rent in the housing programs. The rent is based on the household income in accordance with HUD regulations.

Averaging Income

The HA may average income when the income cannot be anticipated using verified sources for a full 12 months.

Income changes from Welfare

24 CFR 5.615 (b)

The HA will not decrease the family's share of the rent when there is a reduction in welfare benefits that is due to fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement.

This prohibition on reduction of assistance is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five year period).

Minimum Income

There is no minimum income requirement.

Pro-ration of Assistance for “Mixed” Families

Pro-ration of assistance must be offered to any “mixed” applicant or participant family, provided other eligibility criteria are met. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Utility Allowance and Utility Reimbursement Payments

The Utility Allowance is not a payment issued to the family (except as noted below). It is intended to help defray the cost of utilities not included in the rent and is included in the calculation of the family’s rent to the landlord. A Utility Reimbursement payment is made to the participant family in the amount by which the HAP payment exceeds the rent to owner. When there is a Utility Reimbursement, the HA pays the full amount of rent to the owner and sends the participant family, a utility reimbursement payment. The Housing Authority has the discretion to send the utility reimbursement to the utility company should this be a viable option. This occurs only rarely, usually when a participant family has no income.

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Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations (24 CFR 982.516(a)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding one thousand dollars (\$1000.00), allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

A copy of the release of information will be provided to a family member upon request.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the HA or HUD.

B. METHODS OF VERIFICATION PIH Notice 2010-19 (HA) & 24 CFR 5.233

The PHA will verify information through the six methods of verification acceptable to HUD in the following order:

Level Verification Technique Ranking

- 6) **Upfront Income Verification (UIV)-Highest** (Mandatory) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)
- 5) **Upfront Income Verification (UIV)** using non-HUD system-**Highest** (Optional)
- 4) **Written third Party Verification-High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
- 3) **Written Third Party Verification Form-Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
- 2) **Oral Third Party Verification-Low** (Mandatory if written third party verification is not available)
- 1) **Tenant Declaration-Low** (Use as a last resort when unable to obtain any type of third party verification)

Third Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals. It should be noted that the EIV system is available to all PHAs as a UIV technique.

PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

For each new admission (form HUD-50058 action type 1), the PHA is required to do the following: **i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and **ii.** Print and maintain a copy of the EIV Income Report in the tenant file; and **iii.** Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

Written Third Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Written Third Party Verification Form (Level 3): Also, known as traditional third party verification (a standardized form to collect information from a third party source). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

Oral Third Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family. PHA staff should document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

All original documents will be stamped (or notated) "**Viewed Original**" and imaged into the family file. Original documents will be photocopied and returned to the applicant/participant if specifically requested and at PHA discretion. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly. A faxed authentic document from the source will be considered as an original document.

C. COMPUTER MATCHING

In addition to EIV, the HA utilizes computer matching with the Department of Social Services (DPSS), and the INS SAVE system. Other computer matching agreements with federal, state, and local government agencies will be utilized if available and cost-effective.

D. ITEMS TO BE VERIFIED

All eligibility factors will be verified, such as waiting list preference, income, deductions and exclusions, combined assets exceeding one thousand dollars (\$1000.00), and household composition.

E. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

Family Relationships

The HA will require familial relationship verification as appropriate and necessary.

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will require verification of the new address.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

Verification of Disability

Third party verification procedures will be used to document permanent disability status.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

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If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

If the HA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers

All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the addition of new household members at least 6 years of age or under the age of 6 and who **has an assigned SSN**, the tenant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add new household member or during interim re-exam. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Addition of new household members under the age of 6 **and no assigned SSN**, are included as household members and entitled to benefits and the Head of Household is given 90 days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.

Verification of Reasonable Accommodation

Reasonable Accommodation requests for families will be considered when a family includes a person with disabilities. The person with a disability or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. In cases where a separate bedroom or live-in aide is requested because of reasonable accommodation, the Housing Authority will verify the need through third party verification from the patient's designated licensed professional.

The HA will approve the exception as a reasonable accommodation if the family demonstrates a nexus to the disability is present to make the program accessible to and usable by the family member with a disability. Verification of the need must be provided annually on a Housing Authority approved form. In addition, requests involving separate bedrooms for medical equipment will be verified at the time of a participant's annual inspection or a special inspection may be conducted after an initial lease up to ensure that program funds are being used for the purpose for which they were intended.

Verification of Request for Exception to the Zero Tolerance Policy

If a family member with criminal activity meets the requirements to be granted an exception to the Housing Authority of the County of Riverside's Zero Tolerance Policy (see Appendix C), they may complete a Request for Exception to Zero Tolerance Policy form to be reviewed by an established committee. In some instances, verification such as a police report, proof of completion of diversion, etc. may be required. Victims of domestic violence, date violence, sexual assault, or stalking requesting an exception to the Zero Tolerance Policy will be required to complete HUD Form 50066 "Certification of Domestic Violence, Date Violence, Stalking" and return it to the HA within 14 days of request.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The HA's objectives are to provide families selected to participate with the tools to help them be successful in obtaining an acceptable housing unit, and to give them sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families understand how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS

When funding is available, the HA will issue Vouchers to applicants who have been determined eligible. The issuance of Vouchers must be within the dollar limitations set by the Annual Contributions Contract (ACC) budget.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE (CFR 982.301)

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance as well as participants that utilize portability and transfer into the Housing Authority of the County of Riverside jurisdiction (port-ins).

Briefing Packet

The documents and information provided in the briefing packets for the Voucher programs will comply with all HUD requirements.

The briefing packet includes owner identification documents containing private information, that once submitted to the HA, will not be considered part of the participant file.

The HA may conduct other types of briefings such as relocation and portability briefings for families, and owner briefings.

Other Information to be Provided at the Briefing

Family and owner responsibilities are explained to the new applicant and/or port-in client. In addition to literature and the HA's website, applicants and owners may request specific clarification about program issues from the assigned Housing Specialist or Supervisor.

Guidance and materials are offered to assist the family in selecting a unit. Issues to be considered include: Proximity to employment, public transportation, schools, shopping and the accessibility of services. Applicants are encouraged to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency and security.

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The Housing Authority of the County of Riverside uses a web-based program which gives the family access to owners who wish to rent their properties to recipients of the program. They may also pick up listings in person at both Housing Authority offices. The family will have access to a list of landlords willing to lease to assisted families and non-profit organizations willing to assist in the housing search. In providing this courtesy list, the HA does not endorse any particular unit or landlord. There is no guarantee that the rents listed are reasonable or approvable, nor any guarantee that the units will pass Housing Quality Standards.

The HA will provide information on the advantages to moving to areas of low poverty. The family will be encouraged to choose a unit carefully and after due consideration.

The family will receive information about the Family Self-Sufficiency program and its advantages.

Families with three or more minors and families with disabled family members will receive additional assistance in locating units suitable for their housing needs.

Owners and participants will be instructed that side payments or any payment not approved by the HA will not be allowed. Acceptance of side payments or additional rent will be grounds for termination from program.

C. ENCOURAGING PARTICIPATION IN LOW POVERTY AREAS

During its tenant briefings the Housing Authority encourages families to move to low poverty areas by explaining the advantages of moving to an area that may offer high-quality housing, education and employment opportunities. To increase the available housing stock to its clients, and to facilitate the opportunity for owners and tenants to gather for the purpose of leasing a unit, the HA convenes periodic Rental Fairs at its main office. This gives current participants who are in the relocation process, as well as families newly released from the waiting list, the opportunity to become acquainted with property owners with available units. In addition, landlords are invited to list their properties via the Rental Listing available to all voucher holders. The HA offers Landlord Workshops in order to expand its network of property owners and/or managers. The purpose of these workshops is to make special efforts to provide outreach and education to landlords who may not be familiar with the Section 8 program.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

The HA provides the family with the HUD Discrimination Complaint form and offers to assist in the completion of the form as well as directing the family to report suspected discrimination to the Fair Housing Council.

E. ASSISTANCE TO FAMILIES WITH DISABILITIES.

The HA assists families with disabilities in locating accessible units by:

1. Providing a rental listing (which includes handicapped accessible units) of owners willing to rent to Section 8 participants, and
2. Providing a listing of service agencies that provide services to help the disabled, and
3. Providing reasonable accommodation by extending the term of the voucher, if warranted.

F. SECURITY DEPOSIT REQUIREMENTS

(24 CFR982.313)

Security deposits charged by owners may not exceed those charged to unassisted tenants or the maximum prescribed by state or local law.

G. TERM OF VOUCHER

(24 CFR 982.303)

During the briefing session, each household will be issued a Housing Choice Voucher which represents an agreement between the HA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

For participants who are relocating, Vouchers are valid for a period of 60 calendar days from the last date that assistance was paid. For those families that have an initial Voucher, the term of the Voucher is also 60 calendar days.

If the family needs and requests an extension of the Voucher term as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities, the HA may extend the Voucher term up to the term reasonably required for that purpose. An extension of up to 60 days may be granted. An extension of the term is granted by HA notice to the family.

If the family requests an extension for the Voucher due to other good cause such as illness of a household member, death of a family member, natural disaster or other unforeseeable circumstances, the request will be reviewed along with the documentation provided by the family regarding the circumstances requiring the extension. An extension of the term is granted by HA notice to the family.

The family will not be entitled to a review or a hearing if the Voucher has expired. If the family is currently assisted, they may remain as a Section 8 participant in their unit if there is an assisted contract in effect.

Suspensions

Suspensions are allowed for reasonable accommodation of persons with disabilities. The HA may grant a suspension for any part of the period after the family has submitted a Request for Tenancy Approval up to the time when the HA approves or denies the request.

H. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families, and the families cannot agree as to which family unit is to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which family member will continue to be assisted:

1. Which family member has custody of dependent children.
2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application).
3. Which family contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup. (*VAWA protects the victim from losing their HUD assisted housing*).
5. Which family members will remain in the unit.

6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the HA will terminate assistance on the basis of failure to provide necessary information.

I. REMAINING MEMBER OF TENANT FAMILY-RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved as part of the nucleus family by the HA and be currently living in the unit.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining member:

1. The court has to have awarded emancipated minor status to the minor, or
2. The HA has to have verified that the Department of Social Services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/children for an indefinite period.

A reduction in family size may require a reduction in the authorized payment standard.

Retention of a voucher by the remaining member currently living in the unit will only be approved as a result of the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility. To be considered the remaining member of the tenant family, the person must have been previously approved as part of the nucleus family by the HA. In such a situation the remaining family member will retain the voucher.

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Chapter 9

REQUEST FOR TENANCY APPROVAL (RTA) AND CONTRACT EXECUTION

INTRODUCTION

After a family is issued a Voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction (portability). The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of RTA's.

A. REQUEST FOR TENANCY APPROVAL (RTA) (24 CFR 982.302)

The RTA and a copy of the proposed lease must be submitted by the family prior to the expiration of the Voucher.

Both the owner and Voucher holder must sign the RTA. The HA will not permit the family to submit more than one RTA at a time.

The following timeline must be observed for all incoming RTAs:

- The unit must be ready for inspection **no later than 14** calendar days from the date the RTA is submitted. Ready for inspection means that ownership is verified, rent is negotiated (if needed) to ensure unit affordability, rent is determined reasonable, **all** utilities are in service and permits (if any) are submitted by the owner for any additions/improvements to the unit.
- The initial inspection will be conducted by HA staff within 6 business days from the date the unit is ready or from the date the RTA is received by the HA, whichever is later.
- If the unit fails the initial inspection, repairs must be made within 10 calendar days and a repair inspection will be conducted by HA staff within 4 business days from the date the HA is notified that repairs are completed.
- The unit must pass inspection **no later than 20** calendar days from the initial inspection or the date the unit is ready, whichever is later.
- The owner must provide a signed HAP Contract and signed Lease Agreement to the HA either on the date of the passed inspection or **no later than 7** calendar days from the date the tenant takes occupancy of the unit.
- The tenant must enter into a Lease Agreement **and** take occupancy of the unit **no later than 60** days from the date the RTA is submitted.

The RTA will be denied if the unit is not ready for inspection within 14 calendar days and/or if the unit does not pass inspection within 20 calendar days and/or if the owner does not provide the signed HAP Contract and signed Lease within 7 calendar days, and/or if the tenant does not take occupancy of the unit within 60 days from the date the RTA is submitted.

The RTA will also be denied if the owner and/or tenant do not provide all HA required information within the requested time frames.

The voucher term remains the same unless the HA approves an extension with cause.

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HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. (24 CFR 982.306 (d))

Review of the RTA

(24 CFR 982.508)

HA staff will review the rent amount to ensure the rent is reasonable and that it is affordable as determined by HUD regulations for the family. Affordable for the family means that the family's share of the rent plus the current utility allowance cannot exceed 40 percent of the household's adjusted monthly income. If the unit does not meet the affordability criteria, the HA will attempt to negotiate the rent with the owner. If the owner does not agree on the contract rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the RTA is disapproved. If the voucher has not expired the HA will issue another RTA to the family.

Owners must submit their own lease with the HUD lease addendum attached and a property management agreement (if applicable). The HA may review the lease to ensure compliance with HUD regulations, state and local laws. Responsibilities for utilities, appliances and optional services must correspond to those provided on the RTA.

If the HA determines that the RTA cannot be approved for any reason (see above paragraph A of this section) the RTA will be disapproved and the landlord and the family will be notified in writing.

If the HA determines that the RTA is approvable, staff will schedule and perform the initial inspection within six (6) business days of receipt of the RTA, if the unit is currently ready for inspection, or at the earliest possible time when the unit is not currently ready for inspection. Any variance from this time frame will be documented in the family's file.

Residence Limitations

Interest in Unit: The owner may not reside in the assisted unit. The owner may reside in a unit in which a voucher family is participating in a "shared housing" type of assistance. However, the owner may not be a resident owner if the Section 8 voucher participant is related to the owner.

Relative Owner: The HA must not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities (CFR 982.306 (d)).

D. INFORMATION TO OWNERS

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlords if known. The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. They will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

E. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party. The HA will disapprove the owner for the reasons stated in Chapter 16 of this Plan.

F. CONTRACT EXECUTION PROCESS

The HA prepares the Housing Assistance Payment Contract for execution. The family and the owner will execute the lease agreement, and the owner and the HA will execute the HAP Contract with the owner. Copies of the documents will be furnished to the parties who signed the respective documents.

G. CHANGE IN OWNERSHIP

The HA requires written documentation of any change in ownership. Copies of the recorded grant deed and/or escrow closing statement are examples of acceptable documentation. In addition, the new owner must sign an agreement to abide by the terms of the original HA Contract with previous owner.

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Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

(24 CFR 982.404)

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS inspections are required both at initial occupancy and annually during the term of the lease. HQS inspections apply to the building and premises, as well as the unit.

These minimum standards may be enhanced by the HA, provided that by doing so the HA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. This chapter describes the HA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. TYPES OF INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. All utilities and appliances must be in service before the unit will pass HQS.

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted within seven (7) working days of receipt of Request for Tenancy Approval or as soon as possible from the date the unit will be ready for inspection.
2. Annual: Must be conducted within 12 months of the last inspection date.
3. Special/Complaint: At the request of an owner, family, agency or third-party.
4. Move-Out/Vacate: At the landlord's request, if damage is a result of the tenant not meeting their obligations and such damage would cause tenant to lose their assistance.
5. Quality Control: Quality control inspections are conducted in an amount necessary to meet HUD requirements.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Manual.

Additions to HQS

- Modifications or adaptations to a unit must meet applicable HQS and building codes.
- All emergency systems must be operable (i.e., pull cords for elderly/disabled complexes).
- Security bars/window bars must have a quick release mechanism.
- Two Earthquake straps (one in the top third and one in the bottom third) are required for all hot water heaters. An exception would be in the case of electric water heaters located inside a cupboard, typically under a countertop and commonly referred to as 30 gallon stubbies (which are half the size of a normal water heater). In these instances, one earthquake strap is preferred but Plumbers tape may be used to secure the water heater.
- A functional cooling system must be in all units located east of, and including Palm Springs.
- One good screen is required on one window in each room.
- All exterior doors must have working deadbolts (inside cannot be keyed – must be

keyless).

- Certified Carbon Monoxide Detectors must be installed in all single family dwellings having a fossil fuel burning heater or appliance (such as a gas stove, or oven), fireplace or attached garage. (SB183)

C. INSPECTIONS

24 CFR 982.405 (a)

The HA conducts an inspection in accordance with Housing Quality Standards at least annually, but no sooner than 120 days prior to the anniversary month of the contract. Special or Quality Control inspections may be scheduled between anniversary dates.

The landlord must correct HQS deficiencies that cause a unit to fail unless the fail item is one for which the tenant is responsible. HAP payments will not be made on units that do not meet HQS. The family is responsible for breaches of HQS that are caused by any of the following:

- The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid for by the tenant;
- The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant;
- Any member of the household or guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- The family fails to allow the HA to inspect the unit at reasonable times with reasonable notice.
- If the family does not contact the HA to reschedule the inspection (with good cause), or if the family misses one inspection appointment, the HA will consider the family to have violated a family obligation and their assistance may be terminated in accordance with the termination procedure in this Plan.

Time Standards for Repairs

24 CFR 985.3 (f)

1. Emergency items that endanger the family's health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, all repairs must be completed as specified by the HA, not to exceed 30 days.
3. For major repairs, the Housing Specialist may approve an extension beyond 30 days.

In accordance with the Notice to Repair or Certified Repair Notice, the contract will be terminated if the unit is not in compliance with HQS. If the tenant is the responsible party, a Pre-termination of Assistance Appointment letter will be sent. No payments will be made to the owner after the contract has been terminated.

D. EMERGENCY REPAIR ITEMS

24 CFR 982.404 (a) (3) (b) (2)

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Housing Specialist.

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire

- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of at least one functioning toilet
- Any other item deemed an immediate health or safety hazard

In those cases where there is leaking gas or a potential of fire or other threat to public safety, and the responsible party cannot be contacted, the proper authorities will be notified by the HA.

E. INITIAL HQS INSPECTION

An Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS as defined by HUD regulations and this Plan.
- Determine if the Rent to Owner is reasonable and document the information to be used in that determination.

Also see Chapter 9, paragraph A, for Initial HQS inspection guidelines and timelines.

F. SPECIAL/COMPLAINT INSPECTIONS

If at any time a family, owner, agency, or third party notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

G. QUALITY CONTROL INSPECTIONS

24 CFR 982.405 (b)

The Housing Supervisor or designee will perform Quality Control inspections, in an amount necessary to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Housing Specialists/Program Assistants are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

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Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The HA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the HA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will enter into a Housing Assistance Payment Contract with the owner. This chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

A. OWNER PAYMENT IN THE VOUCHER PROGRAM

The Housing Choice Voucher formula for determining maximum subsidy is the lower of the Payment Standard or the Gross rent (contract rent plus current utility allowance) for the unit minus the family's Total Tenant Payment.

- The maximum subsidy for each family is determined by the payment standard for the Voucher size issued to the family (or the gross rent as stated above), less 30 percent of the family's monthly adjusted income. The actual subsidy level could be less if the family is required to pay the minimum total tenant payment (10 percent of the family's monthly income).
- The Voucher size issued to the family is based on the HA's subsidy standards. The payment standard for the family is based on the lesser of the payment standard for the Voucher size issued or the payment standard for the number of bedrooms of the selected unit.
- The housing assistance payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

B. LATE PAYMENTS TO OWNERS

The HA must pay the housing assistance payment promptly when due to the owner in accordance with the HAP contract. Late payments to owners shall be the lesser of 1) the late payment as stated in the lease between the owner and the tenant, or 2) \$50.00. However, the HA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the HA is due to factors beyond the HA's control. The HA has determined that the HAP payment by the HA is deemed received by the owner upon mailing by the HA. Direct deposit is available to landlords to assist in the prompt receipt of HAP payments.

The HA may only use the following sources to pay a late payment penalty from program receipts under the consolidated ACC: administrative fee income for the program or the administrative fee reserve for the program. The HA may not use other program receipts for this purpose.

C. MAKING PAYMENTS TO OWNERS

Once ownership is verified and the HAP Contract is executed, the HA begins processing monthly payments to the landlord. The Housing Assistance Payment checks to owners will be processed by the Housing Authority Accounting Department.

D. EXCEPTION PAYMENT STANDARD

The HUD field office may approve an exception payment standard up to 120% of the FMR for all units of a given size leased by families in an exception area.

An area exception payment standard may not exceed 120% of the FMR. An area exception payment standard will not be approved unless HUD determines that an exception rent is needed either:

- To help families find housing outside areas of high poverty; or
- Because Voucher holders have trouble finding housing for lease under the program within the term of the Voucher

The HA may approve an exception payment standard up to 110% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

E. RENT REASONABLENESS DETERMINATIONS 24 CFR 982.507

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, before any increase in rent to the owner, if there is a 5% decrease in the published FMR, and if directed by HUD.

The HA determines rent reasonableness through a database of unassisted rental units in all bedroom sizes throughout the county. Staff is required to add units to this database monthly. Newspapers, rental magazines, calls to property owners and managers and the Internet are some of the sources used to add comparables to the database.

The HA will consider the location, quality, size, unit type, age of the unit, amenities, services, maintenance and utilities provided by the owner in determining rent reasonableness.

A printout showing the rental amount of comparable units in the area is put into the family's file, signed and dated by the Housing Specialist, documenting the data used to determine rent reasonableness.

F. PAYMENT STANDARDS AND ADJUSTMENTS 24 CFR 982.503

The subsidy amount is based on a payment standard set by the HA. The HA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this Plan, and if an increase is warranted, the Payment Standard will be adjusted within 90 percent to 110 percent of the current HUD-published Fair Market Rent. However, should a HUD waiver be granted to an amount that falls outside the basic range of 90-110%, the HA will adopt the new range as needed to meet funding allocations.

The HA may approve an exception payment standard up to 110% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. The HA may apply to HUD Headquarters to approve a payment standard up to 120% of the FMR if it determines that the increase is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

The HA may use some or all of the measures below in making a determination whether an adjustment should be made to the Payment Standards.

- **Lowering of the Payment Standard**

Statistical analysis may reveal the Payment Standard should be lowered, in which case the Payment Standard should not be less than 90 percent of the current FMR. If the FMR is lowered, the Payment Standard will be decreased in accordance with HUD regulations.

- **Financial Feasibility**

Before increasing the Payment Standard, the HA may review the budget and the project reserve to determine the impact projected subsidy increases would have on available funding for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under higher Payment Standards with the number assisted under current Payment Standards.

G. RENT INCREASES

24 CFR 982.507

Owners may not request rent increases to be effective prior to the expiration of the initial term of the lease. An owner request for a rent increase must be in accordance with the lease, state law, the contract and HUD regulations. The owner must notify the PHA of any changes in the amount of the rent to the owner at least sixty days before any such changes go into effect (see HAP Contract 15-d). The requested rent increase must be reasonable for market conditions. If the HA disapproves the owner's request for a rent increase because the rent is not reasonable, the family may request that the HA issue the family a Voucher to enable them to relocate.

Chapter 12

REEXAMINATIONS

INTRODUCTION

HUD requires the HA to re-certify the income and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually, and to process requests for rent adjustments. These activities must be coordinated to ensure that they are completed in accordance with the regulations. It is a HUD requirement that families report all changes in household composition and income at the annual reexamination. The HA decides what other changes must be reported, and the procedures for reporting all income. This chapter defines the HA's policy for conducting annual reexaminations and coordinating the annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL RECERTIFICATION/REEXAMINATION 24CFR 982.516

Requirement to Attend

All household members are required to attend scheduled interviews. Failure to appear for a scheduled interview is cause to terminate assistance for failure to comply with the family obligation of providing information to the HA.

Documents Required from the Family

Failure to provide documents required by the HA is a violation of a family obligation and grounds for termination of assistance. The family will be given 10 calendar days to provide requested information and/or documents.

The HA may make exceptions to these policies if the family is able to document an emergency situation that prevented them from attending a scheduled appointment or providing requested information.

Tenant Rent Increases

If the tenant rent increases, a notice of at least 30 days is mailed to the family prior to the effective date of the change whenever possible. If the owner has served the tenant with a Rent Increase Notice, that notice shall serve as the notice to the tenant of the increase in their rent.

If there has been a misrepresentation or a material omission by the family, the family may be terminated and/or required to repay any overpaid HAP to the HA.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the first day of the month after the written notification of the change. If the family causes a delay in the processing of the reexamination, the rent change will be effective on the first day of the month following completion of the reexamination.

B. REPORTING INTERIM CHANGES

The HA requires program participants to report all changes in household composition or income in writing within 10 days of the change to the HA. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA and owner approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular reexamination after moving into the unit.

Interim Reexamination Policy

Participants must report all changes in income, assets, and family household composition in writing within 10 days of change. Changes will be processed if they are anticipated to continue for sixty (60) or more days.

Decreases in Income

The HA will process the change if the decrease in income is \$100 monthly or more and is anticipated to continue for sixty (60) or more days.

Increases in Income

The HA will conduct interim reexaminations for participants who have an increase in income of \$100 monthly or more and is anticipated to continue for sixty (60) or more days.

HA Errors

When the HA finds that an error has been made, an interim reexamination will be conducted to correct the error. A minimum of thirty (30) days notice will be given to Tenant and Owner if the correction results in a decrease in the HAP payment.

Changes in family size/subsidy standards

A larger bedroom size will not be issued if a member of the nucleus family moves out and returns as an adult. In these cases, the HA will not approve the addition of household members that would result in overcrowding according to HQS maximum occupancy standards.

For additions to the family in the following cases, the HA will issue the family a relocation Voucher when the change causes overcrowding according to HQS maximum occupancy standards:

- Additions by marriage
- Addition of a minor who is a member of the nucleus family who had been living elsewhere
- Addition of a HA-approved live-in aide
- Addition due to birth, adoption or court-awarded custody
- Addition of long term placement foster care children or adults

Family Member moves out

Families are required to notify the HA in writing within 10 days if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

- The date the family member moved out
- The new address, if known, of the family member
- A statement as to whether the family member is temporarily or permanently absent

C. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Families who do not report required changes within time frames established by the HA are considered in violation of a family obligation, and are subject to termination of assistance.

D. NOTIFICATION OF RESULTS OF REEXAMINATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations on moves. This chapter defines the procedures for moves, both within and outside of the HA's jurisdiction, and the policies and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach.
2. The HA has terminated the HAP contract because the family is no longer eligible for the current number of bedrooms.
3. To determine whether the family is eligible for continued assistance, a full reexamination will be done prior to approval of any relocation, unless the Eligibility Questionnaire and verifications in the file are dated within the last 60 days.
4. The owner has given the family a notice to vacate and the family is eligible for continued assistance.
5. The family has given proper notice of lease termination and is eligible for continued assistance.
6. The family:
 - a. has an income change that will result in a Zero HAP at the new assisted unit. In these cases, the contract with the owner will be for a six-month period only (180 days).
 - b. is currently at Zero HAP and must relocate because the current assisted unit is either in foreclosure or up for sale. In these cases, the new contract will only be for the remaining time period left of the original 180 days since the last HAP paid (i.e. the 180 day time period at Zero HAP does not restart and includes but is not limited to the time spent searching for a new unit as well as any inspection time and RTA disapprovals).
7. A mutual agreement has been signed by both the Owner and Tenant. This applies when a participant is requesting to move before the expiration of the lease term or the owner wishes a tenant to move before the expiration of the lease term.

B. RESTRICTIONS ON MOVES

Families will not be permitted to move during the initial term of the lease. Families will not be permitted to move more than once in a 12-month period unless a 6 month lease is in place according 24 CFR 982.309 (a). The HA will deny permission to move if:

- The family owes the HA money
- The family has violated a Family Obligation
- The family is in violation of their lease

The HA may make exceptions to these restrictions if there is an emergency or safety reason for the move or as a reasonable accommodation for a disabled family member.

C. PORTABILITY

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction.

D. OUTGOING PORTABILITY

When a family requests to move outside of the HA's jurisdiction, the request must specify the area to which the family wants to move. Portability outside of HACR's jurisdiction will be approved if the family is eligible for continued assistance and if funding is available. The HA may deny a family's request to move under portability if the PHA does not have sufficient funding for continued assistance to support the move in accordance with CFR 982.314 (e)(1) and PIH 2008-43.

The Violence Against Women Act of 2005 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

E. INCOMING PORTABILITY

Absorption or Administration

The HA will accept a family with a valid Voucher from another jurisdiction and either administer or absorb the Voucher. When administering assistance for the family, a Portability Voucher will be issued with the same start date as the initial HA. The HA may grant extensions in accordance with this Administrative Plan and Federal Regulations.

The HA will issue a subsidy based on the family composition listed in the initial PHA's 50058. Any changes must be approved by the initial PHA. The subsidy issued will be based on the HA's current subsidy standards.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HA may be terminated by the HA, or by the owner terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the Contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION OF LEASE BY OWNER

Upon proper notice, the lease may provide for termination without cause after the initial term of the lease or may terminate by mutual consent between the owner and participant during the initial lease term. In the event that the participant passes away and there are no remaining nucleus family members, the Housing Assistance Payment (HAP) will be paid in full (thru the end of the month) in which the participant becomes deceased. An owner is not eligible to retain any portion of HAP for any time period beyond the month in which the participant became deceased.

If it is during the initial lease term, or subsequent lease term, the owner must provide the tenant a written notice specifying the grounds for the termination of tenancy. A copy of the notice to vacate and verification of the tenant violations must be provided to the HA. If it is *not* during a lease term, the owner must only provide the tenant with a written notice for a time period that is compliant with the lease or rental agreement that was signed with the tenant (i.e. 30 days in most cases). A copy must be provided to the HA. "Good cause" does not need to be demonstrated when the tenant is not in a lease term. If the tenant does not vacate based on the owner's notice, the owner must follow state/local laws to evict the tenant.

The HA will continue to make housing assistance payments until the participant vacates the unit or the eviction is concluded, whichever occurs first. In no instance will a housing assistance payment be made for any period beyond the contract termination date, or for the month following the month the tenant vacates the unit.

Federal Regulations 24CFR 982.552 (c) *Authority to deny admission or terminate assistance (1) Grounds for denial or termination of assistance states*, "The PHA may at any time deny program assistance for an applicant or termination program assistance for a participant, for any of the following grounds: (ii) If any member of the family has been evicted from federally assisted housing in the last five years".

C. TERMINATION OF THE CONTRACT BY HA

The term of the HAP contract terminates when the lease terminates, when the family vacates the unit, or when the owner has breached the HAP contract.

The HA may also terminate the contract if:

- The HA terminates assistance to the family
- The family is required to move from a unit which is under-occupied or is overcrowded
- Funding is no longer available under the ACC
- The participant has requested their assistance be terminated
- The participant passes away and there are no remaining nucleus family members

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner (CFR 982.455).

In the event that funding is no longer available under the ACC, the HA will implement a "first on, first off" policy on terminating families, meaning that those families who have benefited the longest will be the first to be terminated, excluding any disabled and/or elderly families. All efforts will be made to give a family no less than a 90 day notice in order to allow them substantial time to prepare. This policy is consistent with Fair Housing guidelines.

D. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

The HA will follow HUD rules for terminations due to ineligible immigration status.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny assistance for an applicant or terminate assistance for a participant because of the family's action or failure to act. The HA will provide families with a written description of the family obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUND FOR DENIAL OF ASSISTANCE 24 CFR 982.552 & 24 CFR 982.553

Form of Denial of Assistance

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HA waiting list
2. Denying or withdrawing a Voucher
3. Refusing to enter into a HAP contract or approve a lease
4. Refusing to process or provide assistance under portability procedures

Mandatory Denial of Assistance

The HA must deny assistance to applicants for the following reasons:

1. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
2. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher learning as specified in 24 CFR 5.612.
3. If an applicant or any household member has been evicted from federally assisted housing for drug-related criminal activity within three years unless the PHA determines:
 - a. That the evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program; or,
 - b. That the circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
4. If the HA determines that any household member is currently engaging in illegal use of a drug.
5. If the HA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
7. If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. (In this screening of applicants, the HA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in the State where the housing is located and in other States where the household members are known to have resided.) **Registered Sex Offender Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the

Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Permissive Grounds for Denial of Assistance

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
6. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act
7. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease
8. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA
9. If the family has engaged in or threatened abusive or violent behavior toward HA personnel
“Abusive or violent behavior towards HA personnel” include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
10. If the family has been engaged in criminal activity or alcohol abuse as described in CFR 982.553.
11. If the HA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission: i) Drug-related criminal activity; ii) Violent criminal activity; iii) other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or iv) other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HA (including a HA employee or HA contractor, subcontractor, or agent). For purposes of this prohibition, a household member is “currently engaged in” criminal activity if that person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
12. If the HA determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents

B. GROUNDS FOR TERMINATION OF ASSISTANCE

24 CFR 982.552-553

Form of Termination of Assistance

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease.
2. Terminating housing assistance payments under an outstanding HAP contract.
3. Refusing to process or provide assistance under portability procedures.

Mandatory Termination of Assistance

The HA must terminate program assistance for the following reasons:

1. If a family is evicted from housing assisted under the program for serious violation of the lease.
2. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
3. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher learning as specified in 24 CFR 5.612.
4. If the HA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

Permissive Grounds for Termination of Assistance

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
7. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
9. If the family has engaged in or threatened abusive or violent behavior toward HA personnel. "Abusive or violent behavior towards HA personnel" include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
10. If any household member is currently engaged in any illegal use of a drug; or if a pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
11. If the HA determines that any family member has violated the family's obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
12. If an applicant or family violates the Amended Policy on Zero Tolerance Policy of Criminal Activity.

C. Violence Against Women Act (VAWA) of 2005

Denial of assistance to an applicant or termination of assistance of a participant for criminal activity are subject to the provisions of the Violence Against Women Act of 2005 as described below:

1. Being a victim of domestic violence, dating violence, or stalking (see glossary for legal definitions) is not a basis for denial of assistance or admission to public or assisted housing if the applicant otherwise qualifies for assistance or admission
2. Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim of that abuse
4. Notwithstanding the restrictions that VAWA places, the HA may “bifurcate” a lease without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant, and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing. Neither the authority nor the procedures under any other law is necessary to bifurcate or otherwise remove an individual from the lease. Furthermore, this federal statutory authority to bifurcate a lease or otherwise remove an individual takes precedence over any federal, state, or local law to the contrary.
5. The HA has authority to terminate voucher assistance for certain family members while permitting other members of a participant family to continue receiving assistance (providing the culpable family member will no longer reside in the unit). The HA’s right to exercise this administrative discretion is not dependent on a bifurcated lease or other eviction action by the owner against an individual family member.
6. Certification of Abuse: The HA will request that the victim complete the HUD form 50066 - Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it. Without the certification, the HA may terminate assistance.

Family Self-Sufficiency (FSS)

The HA will not terminate assistance for FSS families who fail to comply with the FSS Contract of Participation unless participation in FSS is a requirement or condition of the program under which the family was admitted.

D. FAMILY OBLIGATIONS

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR). “Information” includes any requested certification, release or other documentation.
2. The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and

- composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information in accordance with HUD regulations.
 4. Any information supplied by the family must be true and complete.
 5. The family is responsible for an HQS breach caused by the family or their invitees.
 6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
 7. The family may not commit any serious or repeated violation of the lease.
 8. The family must notify the HA and the owner before the family moves out of the unit or terminates the lease on notice to the owner.
 9. The family must promptly give the HA a copy of any owner eviction notice.
 10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 11. The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the marriage (or the addition of a co-head), birth, adoption or court-awarded custody of a child. The family must request HA approval to add any family member as an occupant of the unit. No other person may reside in the unit (except for a foster child or live-in aide).
 12. The family must promptly notify the HA if any family member no longer resides in the unit.
 13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
 14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
 15. The family must not sublease or lease the unit.
 16. The family must not assign the lease or transfer the unit.
 17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.
 18. The family must not own or have any interest in the unit.
 19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
 20. The members of the family may not engage in alcohol or drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 21. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.
 22. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

Explanations and Terms

The term “promptly” when used with the family obligations always means “within 10 calendar days.”

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act. All denials or terminations of assistance will be consistent with fair housing and equal opportunity provisions.

The HA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit.

In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the HA may require the applicant or participant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

If the family includes a person with disabilities, the HA will determine if such action is subject to consideration of reasonable accommodation.

Lease Violations

In determining whether a serious or repeated violation of the lease will cause a termination of assistance, the HA will consider all circumstances including whether the owner terminates tenancy through court action for serious or repeated violation of the lease, the tenant’s statements and documents, verifications provided by either the owner or the tenant, and any reports of lease violations, neighborhood complaints or other third party information.

HQS Breach

The HA will determine if an HQS breach as identified in HUD Regulations is the responsibility of the family. Families may be given extensions to cure HQS breaches by the HA in accordance with HUD regulations.

Denial of Additions to the Household.

Proposed additions to the family may be denied to:

- Persons who have been evicted from public housing.
- Persons who engage in or have engaged in, alcohol or drug-related criminal activity or violent criminal activity.
- Persons who do not meet the HA’s definition of family.

- Persons who commit or have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

E. PROCEDURES FOR NON-CITIZENS

Termination due to Ineligible Immigrant Status

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending. Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated; however, they will be given an opportunity for a hearing.

False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable. The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

F. ZERO HOUSING ASSISTANCE PAYMENT FOR TENANTS

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner. If within the 180 day time frame, the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

G. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

If an applicant or participant does not keep an appointment, does not supply information required by a deadline or does not allow the HA to inspect the unit, the HA may deny or terminate assistance. The family will be given information about the requirement to keep appointments as specified in this Plan.

Appointments may be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefing

- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

Procedure when Family Obligations are not met

When the participant family fails to fulfill their obligations within the time frames established by the HA, a “Pre-Termination of Assistance” appointment will be scheduled for the family. The appointment notice shall inform the family of the obligation not met and the necessary remedy. If the obligation is still not met, a Notice of Intent to Terminate Assistance will be issued. If the family corrects the breach within the time frame allowed for requesting a hearing, the notice may be rescinded. The HA will consider whether the family has a history of non-compliance in making determinations to terminate assistance.

At the same time that the family is notified of a breach in their obligations, a “Conditional Termination of Contract” notice will be sent to the owner. This notice will inform the owner that should the family fail to comply with their obligations, the contract will end.

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Chapter 16

OWNER DISAPPROVAL AND RESTRICTIONS

INTRODUCTION

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

- HUD has informed the HA that the owner has been disbanded, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HA that the Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has not paid state or local real estate taxes, fines or assessments.
- HA has received evidence that owner is requesting and accepting side payments for rent.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents
 - Threatens the health or safety of other residents, or employees of the HA, or of owner employees or other persons engaged in management of the housing
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises
 - Engages in drug-related criminal activity or violent criminal activity

- HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother, uncle, aunt, or in-law of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program. The HA may also terminate some or all contracts with the owner.

Before imposing a penalty against an owner, the HA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited from future payments in order to repay the HA or the tenant, as applicable. The HA will take court action to recover overpayments when other means fail to result in such collection.

Chapter 17

OWNER OR FAMILY DEBTS TO THE HA

INTRODUCTION

This chapter describes the HA's policies for the recovery of monies which have been overpaid to an owner on behalf of an assisted family. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

The HA will make every effort to collect monies owed to the HA. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The maximum amount the Housing Authority will enter into a repayment agreement with a family is \$4800.00. The maximum length of time the HA will enter into a repayment agreement with a family is 24 months. The family will be required to make monthly payments of \$200.00 for a period not to exceed 24 months until paid in full. If the family owes more than \$4800.00, the portion that exceeds \$4800.00 must be paid in full immediately as the Housing Authority will not enter into an agreement for more than \$4800.00. Furthermore, 10% of the Repayment Agreement, regardless of whether it exceeds \$4800.00 or not must be paid in full immediately. The HA reserves the right to modify the terms of the repayment agreement on a case by case basis. Signing a Repayment Agreement does not guarantee continued assistance.

Late Payments

A payment will be considered to be in arrears if it is two months in default and if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may require the family to pay in full. If the family requests a move to another unit and has a repayment agreement in place, the family will be required to pay the balance in full prior to the issuance of a Voucher.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this chapter and may be terminated from the housing assistance program.

If a family owes \$5,000 or more as a result of program fraud, the case may be referred to the HUD Inspector General. Where appropriate, the HA may refer the case for criminal prosecution.

C. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the HA may:

- Require the owner to pay the amount in full within a maximum of 12 months
- Pursue collections through the court system, the Internal Revenue Service (IRS), Franchise Tax Board (FTB), or any other available method
- Restrict the owner from future participation

Chapter 18

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HA. This chapter describes the policies, procedures and standards to be used when families disagree with a HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA prefers that all complaints be put in writing, however, they may be reported by telephone. Complaints that cannot be substantiated will be so noted.

Complaints from families, owners, or the general public will be referred to the Housing Specialist first. Unresolved complaints or those involving a staff member will be referred to a Housing Supervisor or Internal Program Review Operation (IPRO).

Any complaints of racial, ethnic or sexual harassment involving staff will be handled according to County personnel policies. Any complaints regarding racial, ethnic or sexual harassment not involving staff will be documented, referred to Fair Housing and/or Legal Aid, and will be reviewed by supervisory staff.

B. NOT MEETING PREFERENCES

When it is verified by the HA that an applicant does not meet a preference that they self-certified they did, they will be returned to the waiting list and will be notified in writing of the specific reason.

C. INFORMAL REVIEW

The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. After review, the applicant will be furnished with a written final decision including a statement of the reasons for the final decision.

The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. A determination of the family unit size under the HA subsidy standards.
4. An HA determination not to approve an extension or suspension of a voucher term.
5. An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
6. HA determination that a unit selected by the applicant is not in compliance with HQS.
7. An HA determination that the unit is not in accordance with HQS because of the family size or composition.

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigration status, the applicant is entitled to an informal hearing.

D. INFORMAL HEARING

The HA must provide participants with the opportunity for an informal hearing for decisions related to any of the following:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
3. A determination of the family unit size under HA subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.

The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA.
- The date the proposed action or decision will take place.
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision.
- The time limit for requesting the hearing.
- To whom the hearing request should be addressed.

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. Establishment of the HA schedule of utility allowances for families in the program.
4. An HA determination not to approve an extension or suspension of a Voucher term.
5. An HA determination not to approve a unit or lease.
6. An HA determination that an assisted unit is not in compliance with HQS. However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551.
7. An HA determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

E. INFORMAL REVIEW/HEARING PROCEDURES

It is the HA's objective to resolve disputes at the lowest level possible. Informal reviews are granted to applicants and informal hearings are granted to participants. The HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

Notification of Review/Hearing

When the HA determines that an applicant is denied assistance, and for participants, other specified actions, the family must be notified in writing. The notice must contain:

- The reason(s) the action is being taken,
- The procedure for requesting an informal review/hearing if the applicant/participant does not agree with the decision, and
- The time limit for requesting a review/hearing.

A request for an informal review/hearing must be received in writing by the close of the business day, no later than 10 calendar days from the date of the HA's notification of denial of assistance or intent to terminate assistance. For informal hearings, the information packet must be submitted to the hearing officer by the HA within 7 business days of receipt of the request for hearing. An appointment will be scheduled and a letter will be sent by the hearing officer within 5 business days from the date the information packet is received and the informal hearing will be conducted no more than 14 calendar days from the date the appointment letter is sent. For informal reviews, the review must be performed within 14 calendar days from the date the review is requested and the results sent to the applicant by mail within 10 business days after the review. The review will be performed in person unless the applicant requests either a review by phone or letter. The informal review/hearing shall be conducted by the review/hearing officer appointed by the HA who is neither the person who made nor approved the decision, nor a subordinate of that person. The HA appoints a review/hearing officer who is a staff person at the Housing Specialist II level or above, or an individual from outside the HA.

The review/hearing shall concern only the issues for which the family has received the opportunity for a review/hearing. Evidence presented at the review/hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The applicant/participant will be given the opportunity to present oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. Both the HA and the family may use an attorney or other representative to assist them at their own expense.

A representative with written authorization to act on behalf of the applicant/participant may conduct an informal review/hearing in the absence of the applicant/participant, unless the representative has an interest in the rental assistance, i.e., the owner of the assisted unit.

When the hearing officer receives an information packet for an informal hearing, an informal hearing date will be scheduled and the notification will contain:

1. The date and time of the hearing.
2. The location where the hearing will be held.
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense.
4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action, and to obtain a copy of such documents prior to the review/hearing. Such documents or evidence must be sent to the family no later than 7 days before the review/hearing date.
5. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the review/hearing. Such documents or evidence must be received by the HA no later than 7 days before the review/hearing date.

After a review/hearing date is scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Family rights:

- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer.
- The family must be allowed to copy any such document at the family's expense.

If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.

HA rights:

- Examine at HA offices before the HA hearing any family documents that are directly relevant to the hearing.
- The HA must be allowed to copy any such document at the HA's expense.

If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

The review/hearing officer will **determine** whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the review/hearing.

A notice of the review/hearing findings shall be provided in writing to the HA and the family within 10 business days and shall include a clear summary of the decision, reasons for the decision, and the amount of any money owed, if applicable.

When the HA is not bound by review/hearing decisions:

- Concerning matters in which the HA is not required to provide an opportunity for a hearing.
- Which conflict with or contradict HUD regulations or requirements.
- Which conflict with or contradict federal, state or local laws.
- Which exceed the authority of the person conducting the review/hearing.

The HA shall send a letter to the applicant/participant if it determines the HA is not bound by the review/hearing officer's determination within 21 calendar days. The letter shall include the HA's reasons for the decision with a copy to the review/hearing officer. All requests for a review/hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

F. HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the INS appeal. Assistance to a family may not be terminated or denied while the informal hearing is pending but assistance to an applicant may be delayed pending the informal hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within 10 calendar days of their right to appeal to the INS within 30 calendar days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within 10 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 10 calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this plan for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the HA will deny the applicant family. If there are eligible members in the family, the HA will offer to prorated assistance or give the family the option to remove the ineligible members.

If any family member fails to provide documentation or certification of eligible citizenship/immigration as required by the regulation, that member is treated as ineligible. If all family members fail to provide documentation or certification, the family will be denied or terminated.

Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights as described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and total tenant payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

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Chapter 19

FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

INTRODUCTION

Family self-sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help voucher families obtain employment that will lead to economic independence and self-sufficiency. Public housing agencies (PHAs) work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to obtain employment that pays a living wage.

The purpose of Family Self-Sufficiency (FSS) Program is to provide housing assistance combined with public and private resources that will help families achieve economic independence and self-sufficiency. We believe that when a family's basic needs for affordable and stable housing are met, the family can better focus on other needs, such as skill development and job search.

At this time HACR manages the FSS Program for Section 8 Program participants only. Though only the designated head of the household must sign the FSS Contract of Participation, the program is designed for the whole family and everybody's needs are taken into account. FSS programs partner with other service providers, such as: employment and training agencies, community colleges, job search and placement organizations, alcohol and drug services, childcare providers, youth organizations, older adult services, health services, emergency services, credit and homeownership counselors, the local CalWORKs office, and many more.

ENROLLMENT AND RECRUITMENT

All Section 8 participants are eligible for FSS program. A participant cannot be excluded from the program for such reasons as poor work history or lack of basic literacy skills. The FSS Program is a voluntary program, the premise of this program is that everyone deserves a chance for self-sufficiency regardless of his or her current skill level, ability, or past work performance. In order to enroll in the program, participant's income update must have been completed within the last 90 days along with attending a mandatory one hour informational orientation.

CONTRACT OF PARTICIPATION

The participant must sign a five-year Contract of Participation, which states all the agreed upon terms between the participant and the Housing Authority (HA). Participants are expected to complete their goals within five years, though the Contract of Participation may be extended up to two years for good cause. To qualify for an extension, the participant must make the request in writing and include justification for the need for additional time. Contract extensions will be evaluated on a case by case basis.

INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP)

The ITSP consists of the participant's final goal, interim goals, and specific steps the participant needs to take in order to accomplish those goals. Typically, goals are focused on attaining full-time employment, job advancement, training and education, financial stability, childcare, and personal growth and development.

CASE MANAGEMENT AND COMMUNITY SERVICES

The FSS Coordinator works in partnership with participants to identify and secure resources that yield self-sufficiency. Case management includes supportive counseling, information and referrals, and ongoing goal development and planning, which will ultimately help participants gain skills and lifelong learning that continue beyond their participation in FSS. Participants will be referred to community agencies for additional services to support their self-sufficiency efforts.

ESCROW ACCOUNTS

In general, as a family's earned income increases, the amount the family must pay for rent increases. When this happens, HACR takes a portion of the rent subsidy and places it in an interest-bearing escrow account on a monthly basis. The account is held for the family until they have completed all goals set in the Self-Sufficiency Plan. Once the family has met its goals and become independent of government assistance (ex: AFDC, GA, etc.) for a minimum of one year, they may cash out the escrow account. A participant must put their request to graduate from the program and cash out the escrow account in writing. If a family is unable to complete their goals in the prescribed time period the escrow account will be forfeited and the funds will be returned to HACR.

SUPPORTIVE SERVICES

A. For each family that is a non-elderly, non-disabled family living in a unit receiving Project Based rental assistance, the family shall participate in the development and implementation of the service plan.

B. Families will be informed of HUD's Family Self-Sufficiency program (FSS) and will be asked to participate in FSS so as to expand their access to services in their communities;

C. For each family that is a non-elderly, non-disabled family living in a unit receiving Project Based rental assistance, the Housing Authority (HA) shall ensure that an individual service plan is established in consultation with the family and in place within 3 months after lease-up. This plan must include an assessment, an action plan for addressing the family's needs including services to be received, and the identification of long term housing goals. The agreement may require mandatory attendance at self-sufficiency counseling and training sessions;

D. The HA shall ensure that the following services are available directly or by referral/agreement with another agency to each non-elderly, non-disabled family living in a unit receiving Project Based rental assistance:

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g. doctors, medication, and mental and behavioral health services);
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
3. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc);
4. Education and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at technical school, trade school or college; including successful work ethic and attitude models; and

5. Participation in the assessment and implementation of actions to address their needs, including the development of an individual case plan for each adult and the adult's commitment to the plan (each adult is required to sign a service plan agreeing to attend FSS counseling/training sessions and to take other actions as deemed appropriate to the adult's successful transition to self-sufficiency); and

E. The HA shall ensure either directly or by referral/agreement with another agency that each family living in a unit receiving Project Based rental assistance that is a non-elderly, non-disabled family are regularly case managed and evaluated during the lease term.

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APPENDIX A: GLOSSARY

ABSORPTION: The point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (formerly Project Reserve): Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADJUSTED INCOME: Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE: Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (formerly Operating Reserve): Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION: The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ALCOHOL ABUSE: HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three year period.

ANNUAL CONTRIBUTIONS CONTRACT (ACC): A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME: The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

APPLICANT (or applicant family): A family that has applied for admission to a program, but is not yet a participant in the program.

ASSETS: (See Net Family Assets.)

ASSISTED TENANT: A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120 percent of the BMIR rent, respectively.

BUDGET AUTHORITY: An amount authorized and appropriated by the Congress for payment to the HA under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CHILD: A member of the family other than the head or spouse/co-head who is under 18.

CHILD CARE EXPENSES: Reasonable amounts (based on average county wide costs determined by a yearly survey of child care providers and not exceeding the earned income) paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CITIZEN: A citizen or national of the United States.

CO-HEAD: An individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24CFR 5.403 for disabled/elderly definition of a "family" – "two or more persons living together").

CONTINUOUSLY ASSISTED: If the family is already receiving assistance under any 1937 Housing Act program when admitted to the Voucher program the applicant is considered continuously assisted under the 1937 Housing Act.

CONTRACT: (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY: The maximum annual payment by HUD to an HA for a funding increment.

CONTRACT RENT: Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

COURT PROGRAM: A program run by Riverside County Family and Dependency Drug Courts

COVERED PERSON: A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

DATING VIOLENCE: Violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of the relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

DEPENDENT: A member of the family household (excluding foster children) other than the family head or spouse/co-head, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student 18 years of age or over.

DISABLED PERSON: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C. 423).
2. A person who has a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and

- c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- 3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISPLACED PERSON: A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE: The legal residence of the household head or spouse/co-head as determined in accordance with state and local law.

DOMESTIC VIOLENCE: Felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

DRUG: A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

DRUG-RELATED CRIMINAL ACTIVITY: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

ELDERLY/DISABLED FAMILY: A family whose head or spouse/co-head or whose sole member is an elderly person, a disabled person, or a handicapped person as defined in this section; or may be two or more elderly, disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well being.

ELDERLY PERSON: A person who is at least 62 years old.

EVIDENCE OF CITIZENSHIP: Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status.

EXCESS MEDICAL EXPENSES: Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

EXTREMELY ELDERLY FAMILY: A family whose head or spouse/co-head or whose sole member is person who is at least 75 years old.

EXTREMELY LOW INCOME: A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR MARKET RENT (FMR): The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published annually in the *Federal Register* in accordance with HUD regulations.

FAMILY: The applicant must qualify as a family as defined in Chapter 2 of this Administrative Plan. Family is used interchangeably with "Applicant" or "Participant" and can refer to a group of persons or a single person family.

FAMILY OF VETERAN OR SERVICE PERSON: A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse/co-head has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM): The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY UNIFICATION PROGRAM: A HUD-specified funded program (CFR 982.204 (e)) for families for whom of lack of adequate housing is a primary factor in the separation, or threat of imminent separation, of children from their families or in the prevention of reunifying the children with their families.

FOSTER CARE YOUTH (for purposes of the HUD-funded FUP allocation): A youth at least 18 years old and not more than 21 years old (have not reached their 22 birthday) who left foster care at age 16 or older and who do not have adequate housing.

FOSTER CHILD: Child whose care, comfort, education, and upbringing has been left to persons other than his natural parents. All foster care income of is excluded.

FOSTER CHILD CARE PAYMENT: Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT: A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

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FUNDING INCREMENT: Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

GAINFUL EMPLOYMENT: Employed and working an average of 32 hours per week.

GROSS RENT: The sum of the Contract Rent plus the current utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent. The Gross Rent will be used as the payment standard when it is less than the authorized payment standard.

GUEST: A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

HA: A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" throughout this document.

HANDICAP ASSISTANCE: Anticipated costs for care aides and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON: [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such nature that such ability could be improved by more suitable housing conditions.

HAP CONTRACT: (See Housing Assistance Payments Contract.)

HARD TO HOUSE: Families with three or more minor children are considered a hard to house family. Families that have a disabled person are considered as a hard to house family. Special assistance will be given to these families in finding a rental unit other than their pre-program unit.

HEAD OF HOUSEHOLD: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOMELESS: Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

HOUSEHOLD: All persons living in the assisted home who have been authorized by the HA. Any person living in the household without permission of the HA is considered an unauthorized household member.

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HOUSING AGENCY: A state, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT: The monthly assistance payment by an HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family's lease
2. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a utility reimbursement payment.

HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT: A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN: (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD: The U.S. Department of Housing and Urban Development.

HUD REQUIREMENTS: HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

IMPUTED ASSET: Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

IMPUTED ASSET INCOME: HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

IMPUTED WELFARE INCOME: The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or comply with a work activities requirement.

INCOME: Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

INCOME FOR ELIGIBILITY: Annual Gross Income.

INDIAN: Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

INDIAN HOUSING AUTHORITY (IHA): A housing agency established either:

1. By exercise of the power of self-government of an Indian Tribe, independent of state law, or
2. By operation of state law providing specifically for housing authorities for Indians

INTEREST REDUCTION SUBSIDIES: The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INS: The U.S. Immigration and Naturalization Service

LANDLORD: This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner. "Landlord" and "Owner" are used interchangeably. See definition of Owner.

LEASE: A written agreement between an owner and an eligible family for the leasing of a housing unit. The Section 8 Voucher program has an Addendum to the Lease that has mandatory language that must be incorporated into any lease the HA uses.

LEGAL GUARDIAN: A guardian appointed by the court to represent the interests of infants, the unborn, or incompetent persons in legal actions. Guardians are adults who are legally responsible for protecting the well-being and interests of their ward, who is usually a minor.

LIVE-IN AIDE: A person who resides with an elderly person or disabled person and who:

1. Is determined to be essential to the care and well being of the person
2. Is not obligated for the support of the person
3. Would not be living in the unit except to provide necessary supportive services
4. Is recommended by a medical professional

LOCAL PREFERENCE: A preference used by the HA to select among applicant families.

LOW-INCOME FAMILY: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the Section 8 program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MARKET RENT: The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in a FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for Section 8. For BMIR

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units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSE: Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

MINOR: A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

MIXED FAMILY: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

MONTHLY ADJUSTED INCOME: 1/12 of the annual income after allowances or adjusted income.

MONTHLY INCOME: 1/12 of the annual gross income.

NATIONAL: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NET FAMILY ASSETS: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NON-CITIZEN: A person who is neither a citizen nor national of the United States.

NUCLEUS FAMILY: All family members at the time of initial voucher issuance (Intake) plus any members added by marriage, birth, adoption, or court awarded custody.

OCCUPANCY STANDARDS: [Now referred to as Subsidy Standards] Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

OTHER PERSON UNDER THE TENANT'S CONTROL: A person, although not staying as a guest in the unit, who is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

OWNER: Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT: A family that has been admitted to the HA's Section 8 program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD: The amount used to calculate the housing assistance a family will receive in the HA's Housing Voucher Program.

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PREFERENCE: See Local Preference.

PREMISES: The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

PROGRAM INTEGRITY MONITORING (PIM): The prevention, detection and investigation of program abuse and fraud. It is driven by the mission of the organization and conducted in a manner respectful of the public, program participants, employees and owners.

PUBLIC ASSISTANCE: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State or Local Governments.

PUBLIC HOUSING AGENCY (PHA): A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term PHA includes an Indian Housing Authority (IHA). (HA and PHA mean the same thing.) In this rule, a PHA is referred to as a housing agency (HA).

RANKING PREFERENCE: A preference used by the HA to select among applicant families that qualify for a preference.

REASONABLE ACCOMODATION: In order to grant equal access and/or an equal opportunity to participate in the HCVP, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures which do not reduce or waive the essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis.

REMAINING MEMBER OF TENANT FAMILY: The remaining family member is a member of the family who remains in the assisted unit after the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility. To be considered the remaining member of the tenant family, the person must have been previously approved as part of the nucleus family by the HA and be currently living in the unit.

RENT BURDENED: Paying more than 30% of family income for rent. In order to be given the preference of rent burdened, a family must provide evidence that is verifiable

RENT TO OWNER: The total amount of rent payable to the owner by the family and the HA per month for an assisted unit. Side payments are prohibited.

RESIDENCY PREFERENCE: Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside or b) work (head/ spouse/co-head or sole member of the household is employed) or have been notified that they are hired to work in the County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

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RESPONSIBLE ENTITY: The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

SECRETARY: The Secretary of Housing and Urban Development

SECURITY DEPOSIT: A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SECTION 214: Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SERVICE PERSON: A person in the active military or naval service (including the active reserve) of the United States.

SHARED HOUSING: An assisted family shares a unit with the other resident or residents of the unit (See 982.615). The owner of the assisted unit may not live in the unit if they are a relative.

SINGLE PERSON: A person living alone or intending to live alone.

SPORADIC INCOME: Income that is not regularly received by the household but is received no more than six times in a year.

SPOUSE: The husband or wife of the head of the household. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It does not cover boyfriends, girlfriends, significant others, or "co-heads". Accordingly, same sex marriage couples cannot be regarded as "spouses" under any housing program under the United States Housing Act of 1937. (HUD's guidance Public Law 104-199 § 3(a), 110 Stat. 2419, codified at 1 USC § 7)

STALKING: Stalking means (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursue, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of the person; or (iii) the spouse/co-head or intimate partner of that person. As used above, immediately family is defined to mean "with respect to a person (A) a spouse/co-head, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage."

SUBSIDIZED PROJECT: A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest is pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

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3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

SUBSIDY STANDARDS: Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

TENANT: Tenant is used to refer to participants in terms of their relation to landlords as lessee.

TENANT RENT (Also called Net Family Contribution): The amount payable monthly by the family as rent to the owner (including a HA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, tenant rent equals total tenant payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, tenant rent equals total tenant payment less the utility allowance in the Certificate program. In the Voucher program, tenant rent is rent to owner less HAP.

TOTAL TENANT PAYMENT (TTP): The amount the HUD rent formula requires the tenant to pay toward rent and utilities.

TRANSITIONAL HOUSING: A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

UNIT: Residential space for the private use of a family.

UTILITIES: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage service. Telephone and cable service are not included as utilities.

UTILITY ALLOWANCE: If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a HA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VAWA: Violence Against Women's Act

VERY LOW INCOME FAMILY: A lower-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Voucher program.

VETERAN: A person who meets the definition of a veteran according to California Military and Veterans Code Section 980

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

VIOLENT CRIMINAL ACTIVITY: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. CFR 5.100

VOUCHER HOLDER: A family holding a Voucher with unexpired search time.

WAITING LIST: A list of families organized according to HUD regulations and HA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

WORKING FAMILIES: A family in which the head and/or spouse/co-head is employed and is working at least 32 hours per week (employment hours for both the head and spouse/co-head may be combined to equal at least 32 hrs/wk) at California minimum wage or higher, or receiving Unemployment or State Disability or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage prior to receiving Unemployment or State Disability or Workman's Compensation.

APPENDIX B: CODE OF CONDUCT

The Housing Authority of the County of Riverside strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards, the following policies have been established:

PROHIBITED ACTIVITIES:

1. Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority.
2. Prohibited activities shall include but not be limited to:
 - a. Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
 - b. Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
 - c. Any act wherein time demands would render performance of his or her duties as an officer or employee less efficient and productive.
 - d. Embezzlement and falsification of accounts as defined in the California Penal Code.

CONFLICT OF INTEREST POLICY

1. To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:
 - A. No employee shall enter into any agreement, written or unwritten, without prior approval from the Assistant Executive Director or his designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
 - B. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or perceived, would be involved. Such conflict would arise when a financial or other interest in the execution of a contract or in Housing Authority program participation is held by:
 - (1) An employee, officer, or agent involved in making the award;

- (2) The relative of such a person (including, but not limited to, spouse or domestic partner or significant other, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, father-in-law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- (3) The business partner of such a person; or someone with an interest in,
- (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

THE CONSEQUENCES OF RULE VIOLATIONS:

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the Agency's personnel policies on Discipline, Dismissal, and Review.

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APPENDIX C: ZERO TOLERANCE POLICY

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
AMENDED POLICY ON ZERO TOLERANCE
OF CRIMINAL ACTIVITY**

July 1, 2011

PURPOSE

To establish a Housing Authority (HA) policy for zero tolerance of fraud, violent, gang-related, and drug-related criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority. The PHA may terminate assistance for criminal activity by a household member as authorized in this section if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity [24 CFR 982.553 (c)]. Criminal activity as listed above, misdemeanor and felony the same, will hereinafter be called "prohibited criminal activity." "Minor traffic offenses" may include offenses such as parking violations, registration violation or failure to provide proof of insurance. Traffic offenses that include illegal use of controlled substances or alcohol related violations of traffic laws are not considered minor. Two or more alcohol related criminal actions within the last five year period constitute an abuse of alcohol. All persons receiving rental assistance, regardless of age, will be held to the same standard. Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission to any federally assisted housing program. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Exceptions in this policy do not apply to registered sex offenders or any person who was convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing. The Violence Against Women Act (VAWA) prohibits the eviction of, and removal of assistance from, victims living in public or Section 8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

BACKGROUND

The primary mission of the Housing Authority is to assist low and moderate income families, including elderly and disabled persons, by operating programs which provide them decent, safe and sanitary housing at affordable costs. The programs currently administered by the Housing Authority include the following: Section 8 Housing Choice Voucher, Affordable Public Housing, MOB Rehab, Project-based, Family Unification, Housing Opportunities for Persons with Aids (HOPWA), and Mainstream Vouchers.

POLICY

It is the policy of the Housing Authority of the County of Riverside that:

Prohibited criminal activity will not be tolerated. The Housing Authority will foster crime-free housing by implementing aggressive strategies which will reflect a zero tolerance of prohibited criminal activity by:

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The Housing Authority may deny or terminate assistance to any household containing a member that has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants. {24 Code of Federal Regulations (CFR) 960.202a(2)iii & 203c}.

1. Denying or terminating rental assistance to all households containing a member that has engaged in prohibited criminal activity, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last five years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last five years for any action related to any prohibited criminal activity; **and**
 - c. Applicant/tenant would not threaten the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (i.e. gang related activity); **and**
 - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;
2. Denying or terminating tenancy, in any Housing Authority owned rental unit, to any household containing a member that has engaged in prohibited criminal activity, and who has a history or pattern of criminal activity which would adversely affect the health, safety, or welfare of other tenants, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last five years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last five years for any action related to any prohibited criminal activity; **and**
 - c. Applicant/tenant would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live; whose expected behavior would not have an adverse influence upon sound family and community life; who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Housing Authority or the immediate vicinity; **and**
 - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;
3. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking, provided that the victim member demonstrates the following:
 - a. The perpetrator of the domestic violence no longer resides in the assisted unit.

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- b. Applicant/tenant requesting exception based on 3 above shall complete HUD form 50066 within 14 business days after the HA has requested such certification in writing.
 - c. If the applicant/tenant does not provide the certification within 14 business days after the HA has requested such certification in writing, assistance may be terminated.
4. Alerting all rental assistance program participants and tenants residing in Housing Authority owned housing about their obligation to keep rental units free from prohibited criminal activity.
 5. Incorporating the HUD required Tenancy Addendum which includes grounds for termination of tenancy due to criminal activity into all rental leases used by the Housing Authority and requiring the use of said Tenancy Addendum for all private rental property owners in the county.
 6. Conducting workshops for rental property owners and managers to stress the importance of screening potential tenants, inspecting the premises of rental property, and taking action against tenants engaged in criminal activity, fraud, or side payments.
 7. Seeking a collaborative relationship with all law enforcement agencies within the County of Riverside and the Office of Inspector General to assist in the enforcement of this Amended Policy on Zero Tolerance Policy of Criminal Activity.
 8. Screening all housing program applicants and participants including but not limited to the Riverside Superior Court online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, National Credit Reporting Agency and all available Sex Offender registries, and any other available sources (i.e. police reports, court records, information that is independently verifiable, law enforcement investigations and arrest warrants) to disclose any criminal background information.
 9. Providing the Riverside County Sheriff Department with requested incident reports from Public Housing properties, to be used by the Crime Analysis unit in identifying crime patterns, series, and other potential problems.

APPENDIX D:

REASONABLE STEPS TO AFFIRMATIVELY FURTHER FAIR HOUSING

The Housing Authority of the County of Riverside (HACR) in the administration of all programs strives to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act by taking steps to:

- Overcome the effects of impediments to fair housing choice;
- Remedy discrimination in housing; and
- Promote fair housing rights and fair housing choice.

Specific steps include:

1. Marketing HACR programs to all eligible persons, including persons with disabilities and persons with limited English proficiency.

All HACR programs (Section 8, Public Housing, Mod-Rehab, Housing Opportunities for Persons With AIDS, Shelter Plus Care, Family Self Sufficiency, Homeownership, and other specialized grant funded programs) will be marketed to all eligible persons, including persons with disabilities and persons with limited English proficiency. This marketing and outreach will include newspaper notices including publications in minority newspapers, outreach to community groups that serve persons with disabilities and persons with limited English proficiency, postings on the HACR website (www.harivco.org), and lobby signs posted in our office locations. Persons with disabilities will be assisted if the application process if requested as a reasonable accommodation. Translation services are available to persons with limited English proficiency at no cost to the participant. HACR also employs several bi-lingual staff members who regularly provide assistance to Spanish speaking applicants/participants.

2. Utilizing buildings and communications that facilitate service delivery to persons with disabilities.

Application intake, office appointments, voucher/contract issuance, and informal hearings are all conducted in accessible office spaces. HACR also provides home visits for appointments upon request as a reasonable accommodation. Sign language and Braille services are also available if necessary to service hearing and visually impaired persons.

3. Supporting and expanding housing choice through landlord outreach, participant education, and security deposit assistance

HACR conducts workshops for prospective and exiting landlords to educate them on the Section 8 program and HUD guidelines. Participants receive information on housing choice and housing opportunities at all briefing sessions. Additionally, HACR administers a security deposit assistance program for new participants to support housing choice efforts.

4. Referrals to fair housing agencies

Referrals to fair housing agencies are available upon request. Additionally, staff will advise participants to seek fair housing services if a situation arises that warrants such as referral (i.e.

landlord/tenant issue, questions regarding tenant rights, renters rights in foreclosure).

5. Informing participants on how to file a fair housing complaint.

The HUD fair housing form is provided to applicants/participants in the applicant briefing packet and upon request. Fair housing notices are posted in all office locations. Applicants/participants are provided assistance in filling out the form and are referred to HUD for additional information and assistance. The toll-free number for the Housing Discrimination Hotline is posted in office lobbies and also provided in briefing packet materials.

6. Staff training

All HACR staff members are informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all participants, including providing reasonable accommodations to persons with disabilities, as part of the agency's overall commitment to quality customer service. Staff is regularly trained on local, state, and federal fair housing laws and issues.

7. The Family Self Sufficiency (FSS) program is an important program for promoting housing opportunities, housing choice, and housing mobility through self-sufficiency. As such, HACR will take additional steps to ensure that this program is administered in a manner that affirmatively furthers fair housing. This includes:

- Advertising widely in the community for the FSS Coordinator Position if a vacancy should occur.

Whenever a FSS coordinator position is available and advertised, HACR will advertise throughout the community allowing all interested parties an opportunity to apply. Notices are published in the local newspapers, posted on the County of Riverside website, and distributed among HACR employees. Consideration will be given to qualified applicants who have experience in fair housing issues, housing counseling, and/or are bi-lingual.

- Marketing the FSS program to all eligible persons, including persons with disabilities and persons with limited English proficiency.

The FSS program will be marketed to all eligible persons, including persons with disabilities and persons with limited English proficiency. HACR markets the FSS program through periodic mailings to all Housing Choice Voucher (HCV) participants; announcements and program descriptions provided in briefing sessions and annual recertification packets; and lobby signs posted in our office locations. Translation services are available to persons with limited English proficiency at no cost to the participant. In addition, HACR employs several bi-lingual staff members who regularly provide assistance to Spanish speaking participants.

- Promoting fair housing in homeownership

The FSS program has a goal of homeownership and housing mobility. To support this goal, HACR employs a full-time Homeownership Coordinator to assist FSS participants with achieving home ownership. FSS participants enrolled in the homeownership program receive

information on fair lending practices and laws.

8. Record Keeping

HACR will maintain a record of the following information for all participants: the race, ethnicity, familial status, and disability status of program participants; any reasonable accommodation requests and the disposition of each; and the employment status of all participants. Program information will be reviewed on an ongoing basis for program reporting and planning.

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APPENDIX E: PROGRAM INTEGRITY MONITORING (PIM)

[24 CFR 792.101 to 792.204, 982.54]

INTRODUCTION

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The HA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The HA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The HA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has a responsibility to HUD, the County of Riverside, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA's attention, to investigate such claims.

The HA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips

The HA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file in such a way as to protect and observe the confidentiality of the informant.

2. Internal File Review

A follow-up will be made if HA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

3. Verification of Documentation

A follow-up will be made if the HA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The HA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing program education as the primary means to obtain compliance by families.

1. Things You Should Know

This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

2. Briefing Session

Mandatory briefings will be conducted by the HA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all briefing sessions, the family representative will be required to sign the "Important Points to Remember" and "What is Fraud?" forms to confirm that all rules and pertinent regulations were explained to them.

3. Resident Counseling

The HA will encourage participants to attend regularly scheduled program briefings as a part of the recertification process in order to clarify any confusion pertaining to program rules and requirements.

4. Review and Explanation of Forms

At appropriate times and/or at the family's request staff may explain all required forms and review the contents of all (re)certification documents prior to signature.

5. Use of Instructive Signs and Warnings

Instructive signs such as the "Things you should Know" form will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

6. Participant Certification

All family representatives will be required to sign a "Briefing Checklist" and "Family Obligations" forms as contained in HUD's Participant Integrity Program Manual.

C. STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The HA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews

Prior to initial certification, and at the completion of all subsequent recertifications, [each participant file/ _____ % of files] will be reviewed. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.

- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

2. Observation

The HA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

3. Public Record Bulletins

Public Record Bulletins may be reviewed by Management and Staff.

4. State Wage Data Record Keepers

Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

5. Credit Bureau Inquiries

Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the HA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The HA staff will encourage all participating families to report suspected abuse to **the Program Integrity division**. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented, **remain anonymous** and/or placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The **Senior Development Specialist** will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

1. File Review

An internal file review will be conducted to determine if the subject of the allegation is a client of the HA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. Conclusion of Preliminary Review

If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the **Senior Development Specialist** will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENTS TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate. The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

F. HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. In all cases, the HA will require the written authorization from the program participant for the release of information. The steps taken will depend upon the nature of the allegation and may include, but are not limited to:

1. Credit Bureau Inquiries (CBI)

In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit

In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers

Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

4. Neighbors/Witnesses

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

5. Other Agencies

Investigators, case workers or representatives of other benefit agencies may be contacted.

6. Public Records

If relevant, the HA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, postal records,

7. Department of Motor Vehicles (DMV)

In cases involving suspected unauthorized tenants and/or unreported vehicles.

8. Enterprise Income Verification (EIV) reports

In cases involving unreported income and/or unreported employers

9. Interviews with Head of Household or Family Members

The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA office. A high standard of courtesy and professionalism will be maintained by the HA staff person who conducts such

interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among HA Staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud)
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance

This category applies when the family "fails to" observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the HA.

(a) Warning Notice to the Family

In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action which will be taken by the HA if the procedure or obligation is not complied with by the date specified by the HA.
- The consequences of repeated (similar) violations.

2. Procedural Non-compliance - Overpaid Assistance.

When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the HA.
- A [number] day response period.
- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

(a) Participant Fails to Comply with HA's Notice

If the Participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance.

(b) Participant Complies with HA's Notice

When a family complies the HA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

3. Intentional Misrepresentations

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the HA, the HA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

(a) Knowledge that the action or inaction was wrong

This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

(b) The participant willfully violated the law

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant falsified, forged or altered documents.
- That the participant uttered and certified to statements at a interim (re)determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution

If the HA has established criminal intent, and the case meets the criteria for prosecution, the HA will:

- Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.
- Refer the case to HUD's RIGI, and terminate rental assistance.

(b) Administrative Remedies

The HA will:

- Terminate assistance and demand payment of restitution in full.
- Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
- Terminate assistance and pursue restitution through civil litigation.
- Continue assistance at the correct level upon repayment of restitution in full [number of] days.
- Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.

5. The Case Conference for Serious Violations and Misrepresentations

When the HA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the HA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the HA. The purpose of such conference is to review the information and evidence obtained by the HA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the HA. The family will be given [number] days to furnish any mitigating evidence.

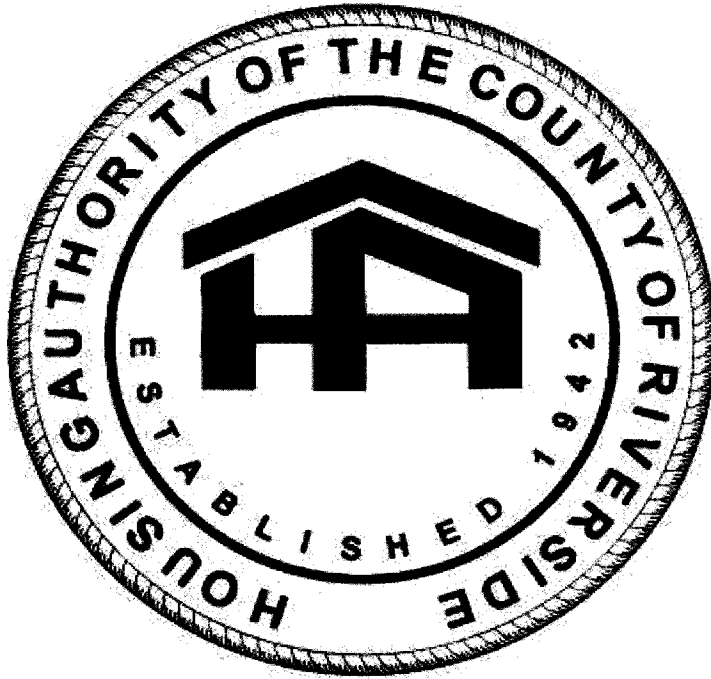
A secondary purpose of the Participant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The family's past history
- Whether or not criminal intent has been established.
- The number of false statements.

6. Notification to Participant of Proposed Action

The HA will notify the family of the proposed action no later than [number of] days after the case conference by certified mail.





STATEMENT OF POLICIES

Admission Policy
Continued Occupancy Policy
Procedures for
Low Income Public Housing

Revised Effective July 1, 2011

STATEMENT OF POLICIES

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Notice

A. Introduction:

This statement of policy is intended to define the policies over which the Housing Authority of the County of Riverside has discretion. Administration of the Affordable Public Housing Program and the functions and responsibilities of the Housing Authority of the County of Riverside (HA) staff shall be in compliance with the United States Department of Housing and Urban Development's (HUD) Public Housing Regulations as well as federal, state and local fair housing laws and regulations. The Code of Federal Regulations (CFR) Title 24 outlines the program and its various mandatory requirements. This Statement of Policies does not change any of the requirements of 24 CFR and in the event of any apparent differences, the Code of Federal Regulations supersedes. It is the intent of the Housing Authority of the County of Riverside to comply with all program regulations and directives as published by the U. S. Department of Housing and Urban Development. In matters where the HA has discretion, waivers to existing policy shall be determined by the Executive Director or his designee.

The HA is committed to the goals and policies contained in the Housing Element of the General Plan for the County of Riverside and the County of Riverside Consolidated Plan.

B. Service Policy/Accommodations

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be customer service oriented in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.

C. Translation of Documents

The Housing Authority will translate documents into other languages when feasible.

D. Family Outreach

It is the goal of the HA to assure that participating families in the program are representative of the County's targeted population groups, as identified in the Consolidated Plan of its area of operation. The HA will publicize and disseminate information to make known the availability of housing assistance and related services for low income families on an as needed basis. The HA will publicize the availability and nature of housing assistance for low income families in a newspaper of general circulation, minority media, and by other suitable means (such as distributing information to non-profit agencies within the county).

E. Privacy Rights and Providing Information to Others

The HA's policy regarding release of information is in accordance with state and local laws which restricts the release of family information. A signed authorization of release of information required for release of information to interested parties.

The HA's practices and procedures are designed to safeguard the privacy of applicants, program participants, and participating owners or property managers. All applicant and participant hard files and imaged files will be stored in a secure location that is only accessible by authorized staff.

F. Equal Opportunity

The HA practices equal opportunity in hiring, promotion and conditions of employment. The HA will comply with the equal opportunity housing requirements in regard to non-discrimination in housing.

G. Rules and Regulations

This Administrative Plan/Statement of Policies is set forth to define the HA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to Public Housing not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines, or other applicable law.

H. Jurisdiction

The HA's area of operation is all of the incorporated and unincorporated cities and areas in Riverside County.

I. Monitoring Program Performance, Inspections, Asset Management

The HA will monitor program performance in compliance with the Annual Contributions Contract and other applicable laws, regulations and guidelines. The HA has converted successfully to Asset Management and will continue to monitor and operate its PH developments to comply with any applicable laws, regulations and guidelines in relation to Asset Management. It is the agency's objective to receive the highest rating from HUD using the Public Housing Assessment System (PHAS) or other HUD system.

Inspections will be conducted to ensure that units meet Uniform Physical Condition Standards (UPCS) in accordance with the Code of Federal Regulations 24 CFR Part 5, **Subpart G—Physical Condition Standards and Inspection Requirements** SOURCE: 63 FR 46577, Sept. 1, 1998, unless otherwise noted. **§ 5.701 Applicability.** (a) This subpart applies to housing assisted under the HUD programs listed in 24 CFR 200.853(a). (b) This subpart applies to housing with mortgages insured or held by HUD, or housing that is receiving assistance from HUD, under the programs listed in 24 CFR 200.853(b). (c) This subpart also applies to Public Housing (housing receiving assistance under the U.S. Housing Act of 1937, other than under section 8 of the Act). (d) For purposes of this subpart, the term "HUD housing" means the types of housing listed in paragraphs (a), (b), and (c) of this section. [63 FR 46577, Sept. 1, 1998, as amended at 65 FR 77240, Dec. 8, 2000] **Office of the Secretary, HUD § 5.703 Physical condition standards for HUD housing that is decent, safe, sanitary and in good repair (DSS/GR).** HUD housing must be decent, safe, sanitary and in good repair. Owners of housing described in § 5.701(a), mortgagors of housing described in § 5.701(b), and PHAs and

other entities approved by HUD owning housing described in § 5.701(c), must maintain such housing in a manner that meets the physical condition standards set forth in this section in order to be considered decent, safe, sanitary and in good repair. These standards address the major areas of the HUD housing: the site; the building exterior; the building systems; the dwelling units; the common areas; and health and safety considerations. (a) *Site*. The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/project signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair. The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards. (b) *Building exterior*. Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair. (c) *Building systems*. Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair. (d) *Dwelling units*. (1) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair. (2) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities). (3) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste. (4) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit. (e) *Common areas*. The common areas must be structurally sound, secure, and functionally adequate for the purposes intended. The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair. All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair. These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities. (f) *Health and safety concerns*. All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have hand rails that are undamaged and have no other observable deficiencies. The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris. The housing must have no evidence of electrical hazards, natural hazards, or fire hazards. The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies.

The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards and have available proper certifications of such (see 24 CFR part 35). (g) *Compliance with State and local codes.* The physical condition standards in this section do not supersede or preempt State and local codes for building and maintenance with which HUD housing must comply. HUD housing must continue to adhere to these codes.

§ 5.705 Uniform physical inspection requirements.

Any entity responsible for conducting a physical inspection of HUD housing, to determine compliance with this subpart, must inspect such HUD housing annually in accordance with HUD-prescribed physical inspection procedures. The inspection must be conducted annually unless the program regulations governing the housing provide otherwise or unless HUD has provided otherwise by notice. [65 FR 77240, Dec. 8, 2000]

Note: The PHA will inspect units at least once per year, not once per fiscal year as was previously required.

J. PROGRAM INTEGRITY MONITORING (PIM) ~~INTERNAL PROGRAM REVIEW OPERATIONS~~

The Housing Authority of the County of Riverside administers Program Integrity Monitoring (PIM) ~~an Internal Program Review Operations (IPRO) program.~~ The purpose of the program is to ensure that public funds are paid only on behalf of qualified and eligible participants, and to landlords and owners who comply with all contract provisions in accordance with federal regulations. (Refer to Appendix

~~IPRO staff investigates any suspected program abuse or misconduct. In addition to conducting investigations into suspected program abuse, conferences are conducted with participants, owners, and employees suspected of violating program requirements. Conferences reinforce the obligation to comply with program regulations. IPRO staff conducts independent inspections and random audits of housing assistance files. Confirmation and verification of participant information and housing quality are obtained by visual inspection and file examination.~~

~~IPRO also staffs a toll free fraud hotline. Through this hotline, the public can anonymously report any suspected participant/owner/employee fraud. The fraud hotline number is available through the internet web site, as a telephone option when calling the office and Housing Authority newsletters.~~

~~The HA actively pursues collection through court procedures from both landlords and participants who have violated program rules. The HA collaborates with the Office of Inspector General and local law enforcement agencies to pursue criminal convictions for program fraud.~~

K. Requests for Information from Files

The HA will make records available to individuals and organizations with legitimate purposes. In order not to cause a financial burden on the HA, charges for this information will be 25 cents per page for photocopies, and \$30 per hour for staff time in locating and gathering information. If the file is stored in archives, an additional \$35 fee will be charged to request it from storage.

L. Code of Conduct

All employees are expected to abide by the Code of Conduct for the Housing Authority, which

is included as Exhibit M of this document.

SECTION I. DEFINITION OF TERMS

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for 183 days in a 12 month period, except as otherwise provided in this chapter. A spouse or co-head away in the military are still considered members of the household and their income is included in annual income, except hostile fire pay.

Adjusted Income (annual income less): **(24 CFR Part 5, Subpart F)**

1. Family Income means Total Annual Income less deductions and exemptions specified below and anticipated during the twelve-month period for which Total Family Income is estimated. Such deductions are to be applied uniformly to all Families.

- a) A deduction of \$400 for elderly families (whose head, spouse/co-head, or sole member is a person who is at least 62 years of age), and for disabled families (whose head, spouse/co-head, or sole member is a person with disabilities).
- b) A deduction for extraordinary medical expenses, for elderly and disabled families as defined for this purpose to mean medical expenses in excess of 3% of total family income, where not compensated for or covered by insurance.
- c) A deduction for reasonable expenses in excess of 3% of total family income that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. The medical *and* disability assistance expense threshold is a combined total amount of 3% of total family income.
- d) A deduction for *reasonable* childcare expenses for the care of children age 12 and younger provided the care is necessary to enable a family member to: work, look for work, or further his education; the expense is not reimbursed by an agency or individual outside the household; and the expenses incurred to enable a family member to work do not exceed the amount earned.
- e) A deduction of \$480 for each member of the family residing in the household (other than the head or spouse/co-head or foster child) who is: under eighteen years of age; a person with disabilities; or a full-time student. A head of household, spouse/co-head, foster child, or live-in aide may *never* be counted as a dependent. A full-time student is one carrying a full time subject load (as defined by the institution) at an institution with a degree or certificate program.

Admission:

The effective date that the family first becomes a participant, resident or tenant under the program, the same date as the initial lease effective date. In the case of adding an adult, the date that the adult is added with PHA consent is considered that persons date of admission. The admission date to the program does not change when a resident transfers units, they keep their original admission date of when they where first housed under the program.

Alcohol Abuse:

The HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three (3) year period.

Annual Income (24 CFR Part 5 Subpart F):

- (a) Annual Income is the anticipated total income from all sources received by the family head and spouse/co-head (even if temporarily absent) and by each additional member of the family residing in the household who is at least eighteen years of age, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic, as defined in paragraph (c) of this section, and exclusive of certain other types of income specified in paragraph (d) of this section.
- (b) Annual Income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business);
 - (3) Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
 - (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, Worker's Compensation, severance pay, and welfare assistance payments (but see paragraph (c) (3) of this section).
 - (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
 - (7) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse/co-head, or other person whose dependents are residing in the unit (but see paragraph (c) (5) of this section);
 - (8) Any earned income tax credit to the extent it exceeds income tax liability;
 - (9) Payments to the head of the household for support of a minor, or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his/her support.
- (c) Annual Income does not include:
- (1) Income from employment of children (including foster children) under the age of 18 years;
 - (2) Payments received for the care of foster children or foster adults;

- (3) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Worker's Compensation), capital gains and settlement for personal or property losses (but see paragraph (b) (5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in-aide;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) The following:
 - a) Amounts received under training programs funded by HUD;
 - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives, coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
 - e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- 9) Temporary, nonrecurring, or sporadic (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).
- 10) Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse/co-head);
- 12) Adoption assistance payments in excess of \$480 per adopted child;
- 13) (Reserved)
- 14) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
- 15) Amounts received by the family in the form of refunds or rebates under state or

- local law for property taxes [aid on the dwelling unit;
- 16) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
- 17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include assistance under the 1937 Act (See exclusions in the Guidebook for a listing).
- d). If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal, or cyclic income) or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Applicant (or applicant family):

A family that has applied for admission to a program, but is not yet a participant in the program.

Assets:

(See Net Family Assets.)

Bifurcation of Lease:

Under the authority provided in Section 6(I)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B), the Housing Authority may split the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

Child Care Expenses:

Amounts anticipated to be paid by the family for the care of children age 12 and under during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect *reasonable* charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment or the amount of the employment that is counted as income in the determination of rent.

Child Custody:

Children who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents claim the child, court documents will prevail. The parent whose address is listed in the school records will also be considered when determining who may claim the school-age child as a dependent.

Citizen:

A citizen or national of the United States.

Co-head:

One additional adult in the household who is equally responsible for the lease with the Head of

Household. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24CFR 5.403 for disabled/elderly definition of a “family”—“two or more persons living together”).

Community Service:

If required by HUD regulations, this agency will implement any required community service program. The provisions of community service require all non-exempt adult public housing residents to participate in eight hours of community service and/or economic self-sufficiency activities per month. Exempt residents include those over 62; blind or disabled individuals who certifies that because of this disability she or he is unable to comply with the service provisions; the primary caretaker of a disabled person; individuals working at least 30 hours per week or 30 hours of other work activities; individuals who meet the requirements for being exempted from having to engage in a work activity under the State program funded under part A of the title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program. In implementing the service requirement under 960 Subpart F, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

Continuously Assisted:

If the family is already receiving assistance under any 1937 Housing Act program when admitted to the program, then the applicant is considered continuously assisted under the 1937 Housing Act.

Covered Person:

A tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

Dating Violence:

Violence committed by a person:

- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent:

A member of the family household (excluding foster children/foster adults/live-in aides) other than the head of household or spouse/co-head who is under 18 years of age or is a Disabled person or Handicapped person, an adopted child, or is a Full-time Student (an unborn child shall not count as a dependent). Head of household, spouse/co-head, foster child or adult, or live-in aide shall never be considered a dependent.

Disability Assistance Expense:

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

Disabled person

A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42U.S.C. 423).
2. A person who has a physical, mental or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
4. For eligibility purposes, a person is not considered disabled solely on the basis of any drug or alcohol dependence.

A Disabled Person for purposes of **approving a reasonable accommodation** request is defined according to the **Fair Housing Act** amended in 1988: "Handicap is defined as a person with a physical and/or mental impairment which substantially limits one or more major life activities, a person having a record of such an impairment, or a person who is regarded as having such an impairment. This Act also includes persons affected with the HIV virus, but not persons addicted to a controlled substance."

Disallowance of Earned income from rent determinations:

Under the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first of the month following the date on which the employment begins.

A family eligible for the earned income exclusion is a family residing in a public housing project and:

- (1) whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (2) whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- (3) whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits, or services under any state program for temporary assistance for needy families (TANF).

Upon the expiration of the first 12-month period referred to above, the rent payable by an eligible family may be increased due to the continued employment of the family member described above, except that in the second 12-month period the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion. The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income. *Maximum four year disallowance.* In the case of interrupted employment, the disallowance of increased income of an individual family member is limited to a lifetime 48 month period. Earned Income Disallowance does not apply at admission (in accordance with CFR

960.255). Admission applies to original admission date to program or admission of any other individual to an already assisted unit at any time. Persons added to the assisted unit are not eligible for Earned Income Disallowance at the time they are admitted but may at a later date if they meet the qualifications for Disallowance and have a new qualifying event.

Displaced:

A single person or family who has been displaced by governmental action as certified by a city, state or federal agency or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

Domestic Violence:

Includes felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug:

A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity:

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Elderly/Disabled Family:

A family whose head or spouse/co-head or whose sole member is an elderly person, a disabled person, or a handicapped person as defined in this section; or may be two or more elderly, disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well being.

Elderly Person:

A person who is at least 62 years old.

Eligible Non-Citizen:

A person who is neither a citizen nor a national of the United States that has eligible immigration status as defined by HUD.

Employment:

For the purposes of determining Disallowance of Earned Income, a person who is working at least the equivalent of ten (10) hours per week for fifty (50) weeks per year at minimum wage (see Gainful Employment and Working Family for other definitions).

Evidence of Citizenship:

Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status.

Excess Medical Expenses:

Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

Extreme Elderly Person:

A person who is at least 72 years old

Extremely Low Income:

A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Family:

The applicant must qualify as a family. A family may be a single person or a group of persons.

1. The term "family" means:
 - a. Two or more persons sharing residency whose combined income and resources are available to meet the household needs or have evidenced a stable family relationship; or
 - b. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides.
 - c. A single, pregnant woman (PHA's must verify pregnancy when it is the sole basis for determining eligibility. In cases where an immediate determination cannot be made, PHA's may require a physician's certificate); or
 - d. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available.
 - e. A single elderly (62 years of age or older) or a single disabled person; or
 - f. A single displaced person; or
 - g. Any "other single" person
 - h. For Continued Occupancy purposes only, the remaining member of a tenant family

Family of Veteran or Service Person:

A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse/co-head has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

Flat Rent:

The rent paid by a family choosing flat rent instead of income-based rent. Flat rent is based on comparable market rents in the area and is determined annually. The Flat Rent amount for "mixed" families is prorated. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

Foster Child/Adult:

A child/adult whose care, comfort, education, and upbringing has been left to persons other than his natural parents and who has been placed in the home by the court or a government agency. All foster care income of is excluded. A foster child/adult is not eligible for continued occupancy as a remaining member as they are not considered a family member as defined by regulations.

Full-Time Student:

A person (excluding head of household or spouse/co-head) who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gainful Employment:

Employed and working an average of 32 hours per week.

HA:

A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" or "PHA" throughout this document.

Head of Household:

The "head of the household" is that family member who is most responsible and accountable for the family (and whose name will normally appear on the dwelling lease); however, *all* adults are responsible and accountable for following the terms of the lease.

Homeless:

Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. A person or persons residing on a temporary basis with a family member or other person is not considered homeless.

Housing Agency:

A state, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

HUD:

The U.S. Department of Housing and Urban Development.

HUD Requirements:

HUD requirements for the Section 8 programs, which includes the Affordable Public Housing Program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

Immediate Family Member:

A spouse/co-head, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Asset:

Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

Imputed Asset Income:

HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

Imputed Welfare Income:

The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or failure to comply with a work activities requirement. The difference is included in household income whether actually received by the family or not. Imputed Welfare Income is not included at initial admission to the program.

Income:

Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

Income for Eligibility:

Annual Gross Income.

Live in Aide:

A person who resides with person(s) (on a 24 hour basis) who are elderly, near elderly, and/or have a disability, and:

- Is determined by the PHA to be essential to the care and well-being of the person(s), and
- Is not obligated for the support of the person(s), and
- Who would not be living in the unit except to provide necessary supportive services.

A live-in Aide is not a family member and is not eligible for continued assistance as a remaining member, nor is a Live in Aide required to sign the lease. A live-in Aide and Head of Household must sign a Live-In Aide Addendum to the Lease and must be verified annually. At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Is subject to lifetime registration as a sex offender
- Currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the head of household requires a live-in aide, the head of household must not be a live-in/caretaker for someone else.
- Is currently receiving rental assistance under any federally subsidized rental assistance program.
- If the live-in aide would not be living in the unit except to provide the necessary supportive services (i.e. parent of a child).

Local Preference:

A preference used by the HA to select among applicant families.

Low Income Family:

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Medical Expense:

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance or any other source. Out of pocket medical expenses are deducted for qualified disabled and elderly families only.

Military Services of the United States:

"Military Service of the United States" means only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, UNRRA, or any other organization not actually part of the Military or Naval service of the United States.

Minimum Rent:

\$50 monthly rent less the utility allowance deduction.

Minor:

A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

Mixed Family:

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income:

One-twelfth of adjusted annual income.

Monthly Income:

One-twelfth of annual income.

National:

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Net Family Assets:

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded. In cases where a Trust fund has been established and the Trust is not revocable by, or under the control of, any member of the family or household, the value of the Trust fund will not be considered an asset, so long as the fund continues to be held in trust. Any income distributed from the Trust fund shall be counted when determining Annual Income under paragraph U of this section. In determining

Net Family Assets, the PHA shall include the value of any assets over \$2,000 disposed of by an applicant or tenant for less than Fair Market Value (including a disposition in Trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than Fair Market Value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Citizen:

A person who is neither a citizen nor national of the United States.

Non-citizen students.

Non-citizen students as defined by HUD in the non-citizen regulations are not eligible for assistance.

Nucleus Family:

All family members at the time of initial application (Intake) plus any members added by marriage, birth, adoption, or court awarded custody. The nucleus family excludes foster children/adults and live-in aides.

Occupancy Standards:

Standards established by an HA to determine the appropriate number of bedrooms for households. The occupancy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

Participant:

A family that has been admitted to the HA's Public Housing program. The family becomes a participant on the effective date of the initial lease is first executed by the HA for the family.

Preference:

See Local Preference.

Premises:

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed

Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Pro-ration of Assistance for "Mixed" Families

Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens. Pro-rated assistance is calculated using the flat rent of the unit, total tenant payment, housing maximum rent (according to unit bedroom size), number of family members with eligible immigration status, number of family members without eligible immigration status and the utility allowance calculation.

Public Housing Agency (PHA):

Any State, County, Municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for low income families.

Reasonable accommodation:

In order to grant equal access and/or an equal opportunity to participate in the Public Housing program, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures, and physical premises which do not reduce or waive essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations to the unit or in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. The Housing Authority will verify the need through third party verification from the patient's designated medical professional. There must be a nexus between the requested accommodation and the disability. The family may be required to pay for the cost of the reasonable requested accommodation/modification as determined by the HA.

Remaining Member:

A family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program after signing a new lease. If the remaining member did not sign the lease, the PHA would determine if the person is eligible for the program, and suitable as a tenant (according to Admission procedures in place). The PHA reserves the right to consider a transfer to a unit of appropriate bedroom size upon determination of the remaining member's status. A Live-in Aide or foster child/adult is not considered a family member and is not eligible to be a remaining member.

Rent Burdened:

Paying more than 30% of family income for rent. In order to be given the preference of rent burdened, a family must provide evidence that is verifiable.

Residency Preference:

Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside; or b) work in the County of Riverside (head/spouse/co-head or sole member of the household is employed) or have been notified they are hired to work in the County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

Responsible Entity:

The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

Secretary:

The Secretary of Housing and Urban Development

Service Person:

A person in the active military or naval service (including the active reserve) of the United States.

Single Person:

A person living alone or intending to live alone.

Spouse:

Spouse means the husband or wife of the head of the household. PHA's are directed to follow HUD's guidance when applying policy: The Defense of Marriage Act (DOMA), Public Law 104-199 § 3(a), 110 Stat. 2419, codified at 1 USC § 7 states: "In determining the meaning of any Act of Congress, or of any ruling, regulation, or interpretation of the various administrative bureaus and agencies of the United States, the word "marriage" means only a legal union between one man and one woman as husband and wife, and the word "spouse" refers only to a person of the opposite sex who is husband and wife."

Public Law 104-199 § 3(a) appears intentionally broad and prohibits the recognition of same-sex marriage for any federal program, even if state law recognizes such a union. DOMA provides for no exceptions.

Accordingly, same sex marriage couples cannot be regarded as "spouses" under any housing program under the United States Housing Act of 1937.

Stalking:

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse, co-head or intimate partner of that person.

Temporary Financial Hardship:

Decrease of income lasting less than 60 days.

Tenant:

The Head of Household and other household members residing in the assisted unit with PHA written consent. A live-in aide or foster child is not a household member. A tenant is also referred to as a Resident or Participant.

Tenant Rent:

Tenant rent is the Total Tenant Payment less the Utility Allowance, or Flat Rent, and is chosen by the family annually (at reexamination), or one time annually at time of hardship if at Flat Rent. That is the amount payable monthly by the family as rent to the PHA. Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

Total Tenant Payment:

The Total Tenant Payment (TTP) shall be the greatest of:

1. 30 percent of family monthly adjusted income;
2. 10 percent of family monthly income;
3. Minimum Rent of \$50.00

Transitional Housing:

A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

Unit:

Residential space for the private use of a family.

Utilities:

Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television services are not included as utilities.

Utility Allowances:

An amount deducted from the Total Tenant Payment for utilities not provided by the PHA, an amount equal to the estimate established under Part 965 of the Code of Federal Regulations of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement also known as Utility Assistance Payment (UAP):

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. An Utility Reimbursement is not paid for a Public Housing family that is paying Flat Rent.

VAWA: Violence Against Women Act.

Very Low-Income Family:

A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran:

A person who meets the definition of a veteran according to California Military and Veterans Code Section 980

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

Waiting List:

A list of families organized according to HUD regulations and HA policy who are waiting for subsidy/unit to become available.

Welfare Assistance:

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

Working Family:

A family in which the head of household, or spouse/co-head ~~or sole member~~ is employed and is working an average of at least 32 hours per week at California minimum wage or higher ~~for the last 60 days~~, or receiving State Disability, Unemployment or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage ~~for 60 days~~ prior to receiving State Disability, Unemployment or Workman's Compensation. Employment hours for the head of household and/or spouse/co-head may be combined to equal at least 32 hours per week at California minimum wage or higher.

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SECTION II. ADMISSION POLICIES - CONDITIONS GOVERNING ELIGIBILITY

A. Eligibility for Admission

For admission to HUD aided public housing units operated by this PHA, only those applicants who meet all of the following requirements shall be eligible:

1. Who qualify as a family, as defined in Section I. (A.) hereof.
2. Who are citizens or who are non-citizens with eligible immigration status as described in Title 24 of the Code of Federal Regulations, Part 5. A family that has some ineligible members but at least one member with eligible immigration status may be eligible for prorated assistance.
3. Whose Annual Income, as defined in Section I.(U) hereof, does not exceed the applicable income limits for admission (Low or Very Low Income, whichever is applicable) approved by the Department of Housing and Urban Development.
4. Whose credit report, previous housing record and rent paying habits are satisfactory.
5. Who would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live.
6. Whose expected behavior would not have an adverse influence upon sound family and community life.
7. Who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Authority.
8. Who conform to the Occupancy Standards for admission set forth in Section II. E hereof.
9. For the purpose of increasing security for the residents of public housing, the PHA may allow police officers to reside in public housing. Police Officer is defined as "a person who, during the time of residence in that public housing is employed on a full-time basis as a duly licensed, professional police officer by a Federal, State or local government or by any agency of these governments." Police officers will be offered units based on the Flat Rent schedule for that project and will be exempted from qualifying under the Income Limits. An outreach to local police agencies may be made to encourage occupancy in public housing units. **24CFR 960 Subpart E, 505 (a)(b)**

In order to determine the applicant's suitability as a tenant, the HA will run credit checks with the applicant's written release. The applicant's criminal history will be checked. The State listing of Registered Sex Offenders will also be checked and any applicant or family member found on that list will be denied.

B. Selection of Tenants

Governing Conditions

- a. Our Public Housing and Bond Programs operate in compliance with State and Federal Fair Housing Guidelines. We do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation. The following screening criteria applies to all applicants.
- b. In selecting tenants from among eligible applicant families of the size and composition appropriate to available dwelling units, the Authority will take into consideration the needs of individual families for public housing and the statutory purpose in developing and operating a socially and financially sound public housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be in such a manner as:
- (1) To avoid concentrations of the most economically and socially deprived families in one or all of the project(s) operated by the PHA.
 - (2) To preclude admission of applicants whose habits and practices may reasonably be expected to have a detrimental effect on the tenants or the project environment.
 - (3) To maintain a tenant body in each project composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of very low income families in the PHA's area of operation as defined by state law.
 - (4) To comply with the targeting requirement set forth in 24 CFR 960.202 (b) as follows:

Targeting admissions to extremely low income families— (1) Targeting requirement.

(i) Not less than 40 percent of the families admitted to a PHA's public housing program during the PHA fiscal year from the PHA waiting list shall be extremely low income families. This is called the "basic targeting requirement." (ii) To the extent provided in paragraph (b)(2) of this section, admission of extremely low income families to the PHA's Section 8 voucher program during the same PHA fiscal year is credited against the basic targeting requirement. (iii) A PHA must comply with both the targeting requirement found in this part and the deconcentration requirements found in part 903 of this chapter. **(2) Credit for admissions to PHA voucher program.** (i) If admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's voucher program (see 24 CFR 982.201(b)(2)), such excess shall be credited (subject to the limitations in paragraph (b)(2)(ii) of this section) against the PHA's basic targeting requirement for the same fiscal year. (ii) The fiscal year credit for voucher program admissions that exceed the minimum voucher program targeting requirement shall not exceed the lower of: (A) Ten percent of public housing waiting list admissions during the PHA fiscal year; (B) Ten percent of waiting list admission to the PHA's Section 8 tenant based assistance program during the PHA fiscal year; or (C) The number of qualifying low income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low income family means a low income family other than an extremely low income family. **(24 CFR 960.202)**

Documentation

In addition to our program application and necessary documentation, applicants need to provide the following items:

- Valid Driver's License or State Identification Card, Passport, or other form of photo ID
- ~~Social Security Cards for each family member (who has had a Social Security number (SSN) issued to them) who will be residing in the unit. If any family member has not been assigned a Social Security number, the Head of Household will be required to sign a certification stating the name of the individual and that the individual has not been assigned a SSN but if one is later received the SSN the number will be disclosed. All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the inclusion of household members at least 6 years of age or under the age of 6 who has an assigned SSN, the applicant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add or include the household member, during interim and/or annual re-examination. The new household member cannot be added to the family composition until the family has complied with SSN disclosure and verification requirements. Those without eligible immigration status are required to sign a declaration indicating their immigration status. Addition of new household members under the age of 6 and who do not have an assigned SSN, can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.~~
- Verification of all sources of income

Public Housing applicants will also have to provide:

- Fully completed Eligibility Questionnaire
- Birth Certificates or other proof of birth for all family members who will be residing in the unit

All information provided must be true and complete. All application materials must be signed by all household members aged 18 years or older.

Criminal History

The Housing Authority has a Zero Tolerance Policy for criminal activity. Criminal checks are run for every family member aged 18 years or older. Applications will be denied for either drug-related criminal activity or violent criminal activity or any other criminal activity that could prove to be detrimental to the health and safety or right to peaceful enjoyment of the other residents. Persons convicted of offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Housing Authority policy and Code of Federal Regulations states that there does not need to be a conviction, just a preponderance of evidence. (24 CFR 5.861)

- Persons evicted from public Housing, Indian Housing, Section 23 or any Section 8

program because of drug-related criminal activity are ineligible for admission for a three year period following the date of such eviction unless the person involved in the drug activity is no longer a member of the family, or has successfully completed a rehabilitation program approved by the PHA and meets the exception policy. (24 CFR 5.854 (a), 24 CFR 960.204(a))

- Any person who was convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will be permanently denied admission to public Housing. (24 CFR 204 (a)(3))
- Any person subject to a lifetime registration requirement under a State sex offenders' registration program will be denied. (24 CFR 5.856, 24 CFR 960.204 (a) (4))
- Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking provided the victim takes the necessary steps to protect themselves, members of their household and other residents from the perpetrator(s) of the criminal activity discussed in this bulleted item. Necessary steps may include (but is not limited to) police contact, a restraining order (temporary and permanent) with a move-out order. Note: The move-out order portion of the restraining order is not required if the perpetrator was not residing in the unit.

Credit History

Credit checks are conducted to determine the applicant's history of meeting financial obligations and the monetary commitments that are outstanding which may affect eligibility or ability to pay under a rental agreement.

Applicants who owe the any PHA money will be denied admission unless the debt is paid in full. The PHA may, at its discretion, enter into a repayment agreement with an applicant.

Applicants who have been evicted and/or have civil judgments for unpaid rent/damages will be denied. An exception may be made at the discretion of the PHA for evictions over 5 (five) ~~10~~ (ten) years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in where they were either sole or part owner of has been foreclosed upon, provided they meet all other requirements.

Ideally, applicants will have no more than 30% of their accounts delinquent or other negative status (collection accounts, profit and loss write offs, etc.). For applicants who do not meet the 30% criteria, the following guidelines will be used: There may not be more than eight (8) ~~5~~ negative accounts within the most recent three years (3), and no more than one of those may be unpaid utility accounts (gas, electric, water, trash or sewer). Documented cases of negative credit caused by a job loss/closure within the last year (from the date of processing) will be considered with satisfactory verifications as determined by the PHA.

Applicants with no credit history at all may be considered.

In evaluating credit, medical accounts and student loan accounts (not in repayment status) will not be included.

To allow for the establishment of positive credit, in cases where it is clear that the applicant has in the most recent two years established positive credit, and all negative accounts are older than two years, the most recent history will be given the greater weight.

In cases of joint credit, where proof can be shown that the debt was assigned by the court to the other party, it will not be considered negative.

Rental History

Applicants must, to the best of their ability, supply a complete rental history for the past 5 years. Gaps in rental history must be explained. Landlord references will be checked for the full 5 years whenever possible. Listed addresses and landlord information may be cross-checked by other means.

Applicants will be denied for negative rental history such as: evictions, damage to property, lease violations including disturbances, failure to pay on time, unauthorized occupants, subletting the unit, etc.

An exception may be made at the discretion of the PHA for evictions over 5 (five) ~~10 (ten)~~ years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in where they were either sole or part owner of has been foreclosed upon, provided they meet all other requirements.

Fraud

Applicants that have committed fraud, intentionally deceiving any housing authority or other federally assisted housing program, will be prohibited from participating in the program.

Denials

Any applicant denied will be notified in writing of the reasons for the determination. All applicants who are denied for any of the reasons stated above have the right to request an Informal Review to dispute the reasons for denial. Requests for Informal Reviews must be in writing, and must be received by the Housing Authority within 10 days of the date on the denial letter. Applicants will be given the opportunity to submit documentation to be considered.

The PHA shall promptly notify an applicant determined to be ineligible for admission of the basis therefore and to provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an Informal Review on such determination; and to promptly notify an applicant determined to be eligible of the approximate date he can be housed, insofar as that date can be reasonably determined.

Preferences

The HA has implemented the following preferences for selecting names from the waiting list. In accordance with California State Law, at each level of preference, veterans and/or active duty servicemen and their spouse or widow/er will have priority. In accordance with Federal

Regulations, in each category below, from the families that meet all preferences, the Housing Authority will release families to result in a successful occupancy. At the discretion of the Housing Authority, a selection may be made from registrants meeting the extraordinary local preference.

Extraordinary Local Preference

Up to a total of 15% of annual admissions will be targeted for an extraordinary local preference for the following registrants: Witness Relocation, Referrals by the Court Program (A program run by Riverside County Family and Dependency Drug Courts), Foster Care Youth (A program of the Council for Youth Development), registrants displaced by government action or emergency as certified by a city, county or state agency official, etc. (executive level or above). The approval of the Director or designee is necessary for an extraordinary local preference. **CFR 960.206 (a)(1)(2).**

First Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Rent Burdened or homeless
- 3) Working Families with dependent minor children or Elderly families or Disabled families

Second Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working Families with dependent minor children, or Elderly families or Disabled families

Third Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Rent Burdened or homeless and
- 3) Non-Working families with dependent or minor children, or Non-Elderly families or Non-Disabled families

Fourth Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working families without dependent minor children, and Non-working families without dependent minor children.

Within the preference groups set forth above, when two or more applicants each needing the same size and type of unit (based on the PHA's occupancy standards) and each having the same selection preferences or preferences of equal weight and the income range desired to maintain a broad cross-section being the same, date and time of application, and date of deposit submitted, will be the determinant.

Within the preference groups set forth above, to be considered a family with children, an adult household member must have legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody.

C. Income Limits

The Income Limits for admission to the public housing project(s) are those published by the Department of Housing and Urban Development in the Code of Federal Regulations (see Exhibit A).

D. Family Choice in Rents

Authority for Family to Select

Each family residing in a public housing unit will elect annually whether the rent paid by such family shall be determined by the flat rent rate or income-based rent. This choice will be offered at initial lease up and annually at the time of the annual reexamination or annual flat rent update. The PHA has established a minimum rent of \$50.

Flat Rents

The PHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

2. Is based on the rental value of the unit, as determined by the PHA; and
3. Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts and
4. Does not include a utility allowance.

The PHA shall review the income of families paying flat rent not less than once every 3 years.

Income-Based Rents

The monthly Total Tenant Payment amount for a family with no ineligible non-citizens shall be an amount, as verified by the HA, that does not exceed the greatest of the following amounts:

- 30 percent of the family's monthly adjusted income or
- 10 percent of the family's monthly income
- \$50.00 minimum rent

There is a minimum rent of \$50 for public housing participants. The amount of rent is determined by the family's income according to the regulations or if the family has so selected, based on the flat rent.

Switching Rent Determination Methods Because Of Hardship Circumstances:

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during (1) situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance; (2) an increase in the family's expenses for medical costs, child care, transportation, education, or similar items; and such other situations as may be determined by the PHA. The rental policy developed by the PHA encourages and rewards employment and self-sufficiency. The family may not switch more than once during the year. Once a family has requested, and been granted, a change in the form of rent (flat rent or income-based rent), that

family will not be allowed to change the form of rent again until their next regularly scheduled re-examination.

Flat rents are structured like market rents. The family may only select flat rent at initial lease up or once annually at their regularly scheduled re-examination. The following rents are the base rent without regard to utility allowances. To get the gross rent the appropriate bedroom size utility allowance would be added to the flat rent figures.

Minimum Rent:

The PHA has established a Minimum Rent of \$50 monthly. Families will be required to pay minimum rent unless they request an exemption because of financial hardship. Financial hardship includes these situations:

- (i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- (ii) When the family would be evicted because it is unable to pay the minimum rent;
- (iii) When the income of the family has decreased because of changed circumstances, including loss of employment;
- (iv) When a death of a household member (member of assisted unit) has occurred in the family; and
- (v) Other circumstances determined by the PHA or HUD.

What happens if family requests a hardship exemption?

- (A) If a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the PHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.
- (B) The PHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.
- (C) The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
- (D) If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

If the PHA determines there is no qualifying financial hardship exemption, the PHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the PHA.

If the PHA determines a qualifying financial hardship is long term, the PHA must exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to Sec. 5.628(a)(4) and Sec. 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to Sec. 5.628(a)(1), (a)(2) and (a)(3)).

E. West County Flat Rents

Project 006/012	34th Street	2 bedroom	\$900
Project 007	Jackson Street	1 bedroom	\$850
		2 bedroom	\$1000
Project 011/014	Broadway Street	2 bedroom	\$900
Project 013	Fairview Street	2 bedroom	\$850
Project 015	Idyllwild Street	2 bedroom	\$800
Project 016/020	Gloria Street	1 bedroom	\$850
		2 bedroom	\$975
		3 bedroom	\$1075
		4 bedroom	\$1175
Project 018	Dracaea Street	2 bedroom	\$950
Project 021	Midway Street	1 bedroom	\$750
		2 bedroom	\$900
		3 bedroom	\$950
Project 019/022	Fort Drive	1 bedroom	\$700
		2 bedroom	\$800
		3 bedroom	\$900
Scattered Sites	Highland	2 bedroom	\$800
	Sherman	3 bedroom	\$1250
		4 bedroom	\$1400

F. East County Flat Rents

Project 001	Beaumont	3 bedroom	\$750
		4 bedroom	\$800
Project 008	Banning	2 bedroom	\$800
Project 018	Desert Hot Springs	2 bedroom	\$750
		3 bedroom	\$800
Project 010	Cathedral City	2 bedrooms	\$850
Project 041	Indio	2 bedrooms	\$850
		3 bedrooms	\$900
		4 bedrooms	\$1000
Project 009/017	Thermal I	2 bedrooms	\$750
Project 031	Thermal II	3 bedroom	\$800
		4 bedroom	\$875
		5 bedroom	\$950
Project 027	Mecca	3 bedroom	\$725
		4 bedroom	\$800
		5 bedroom	\$875

G. Occupancy Standards

Occupancy Standards must provide for the smallest number of bedrooms needed to house a family without overcrowding. To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below. In the event, however, should there be dwellings which cannot be filled with families of appropriate size, after all possible efforts have been made to stimulate applications (see Exhibit B), eligible families of the most nearly appropriate size will be assigned them, with the understanding that the families will be transferred to units of the proper size should families of appropriate size require the unit. However, at no time will the *initial* assignment of a unit exceed 2 people per bedroom plus 1 for a living/sleeping area, nor less than one person per bedroom. Only one bedroom will be assigned to the head of household and spouse/head or partner. Reasonable accommodation requests will be considered for persons with disabilities. Housing assistance limitations for single persons (1 person household): A single person who is not elderly or displaced person or a person with disabilities or the remaining member of a resident family may not be provided a housing unit with two or more bedrooms. (24 CFR 960.206 6(d))

A remaining member of a resident family will be required to transfer to a unit of suitable size in accordance with the Occupancy Standards and Transfer policy under the lease.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	3
2	2	5
3	4	7
4	6	9
5	8	11

Every family member, regardless of age, is to be counted as a person. For the purpose of occupancy, an unborn child is counted as a person. Foster children/adults are not counted for

purposes of determining bedroom size in public housing. Foster children/adults are not considered a family member and may not be authorized to be added if it causes an overcrowding of the unit.

A family will not be granted an increase in bedroom size in order to accommodate adding additional people to the household, other than those added by marriage, birth, adoption or court-awarded custody. A minor may only be added to the household if an adult household member has legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody. A nucleus family member moving back into the home as an adult will not increase the bedroom size. If a member returns as an adult and brings additional non-nucleus members with them, the authorized bedroom size does not increase. Requests to add additional household members will be approved or denied after taking into consideration whether the addition of such people will cause over-crowding of the unit, and in the case of an adult member, whether the person meets all applicant screening criteria.

For authorized increases in family size, at no time will the number of persons in the unit exceed two (2) persons per bedroom plus two (2) persons per living/sleeping area.

H. Transfers

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards or the PHA otherwise needs to utilize the unit for business purposes, the family will be required to move as soon as a dwelling of appropriate size becomes available. To the maximum extent possible, needed transfers will take precedence over new admissions. Transfers will not be limited to the project in which the family lives. A family who is required to transfer will be offered the next available unit that the PHA determines will meet the needs of the request. If the family chooses not to lease that unit, the PHA obligation to transfer the family will be considered met and the family may be given a 30 day notice to vacate.

Transfers for reasons other than regulated by the PHA will be considered based on medical reasons only.

All transfer requests must be in writing and may require verifications deemed necessary by the PHA. A request for transfer may be denied based on tenant history including but not limited to poor paying habits, care of dwelling, care of property, violations of the Lease, etc. A waiting list will be established using the above priorities as the primary determining factor and the date of request as the secondary factor.

The tenant will be charged a deposit on the new unit that is appropriate. The standard security deposit is equal to the family's monthly rent or \$260, whichever is greater. The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit.

Transfers of non-handicapped tenants living in a unit specifically designed for a handicapped person will be required when there is a handicapped family qualified to be placed and there is an available unit meeting the needs of the non-handicapped family. Tenants will be given a \$50 rent credit the month they move to assist with the costs of transferring units.

The Housing Authority allows 48 hours for the tenant to turn in the keys and release possession of the old unit to the Housing Authority or the Resident Services Assistant from the date the

lease is signed or keys received for the new unit. Paragraph 8 (q) of the lease agreement states that the tenant shall "Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease." The tenant is responsible to pay rent on the old unit until keys are turned in. If the tenant does not turn in the keys or release possession of the old unit within 48 hours, the tenant is responsible to pay the daily Market Rate based on the Flat Rent Amount for the old unit based on Site and bedroom size of old unit. The tenant cannot receive subsidy for two units and because the lease was signed and the tenant issued keys for the new unit, the new unit is subsidized as of the date the lease was signed or keys received.

I. Rent, Utility Reimbursement

The amount of rent payable by the tenant to the PHA shall be the Tenant Rent, as defined in and calculated in accordance with Section I.(J) of these policies. Where applicable, the Utility Reimbursement (as defined in Section I.(M) of this document) will be paid to the tenant by the PHA. If the utility company consents, a PHA may pay the Utility Reimbursement jointly to the family and the utility company or directly to the utility company. If the family chooses to pay a Flat Rent, the PHA does not pay any utility reimbursement.

J. Leasing of Dwelling Units

A Lease Agreement is to be entered into between this PHA and each of its tenant families. The Lease Agreement is to be kept current at all times and is to reflect the rent being charged at time of signing, the unit occupied, the effective date of the lease, and the conditions governing occupancy.

1. Execution of Lease Agreement

- a. The family member who is determined to be the actual head of the household of the Family, accepted as a tenant, is required to execute a Dwelling Lease, in duplicate, prior to actual admission. The copy is to be given to the Lessee and the original is to be filed in the permanent record folder established for the Family. The Lease shall contain the names of all members of the household who will reside in the unit. All family members 18 years of age and older (at the time of initial leasing or upon attaining that age) shall be required to sign the lease.
- b. If a tenant Family transfers to a different housing unit operated by this Authority, the existing Lease is to be canceled and a new Lease for the dwelling into which the Family is to move must be executed by the head of the household and all other household members 18 years of age and older.
- c. If, through any cause, the signer of the Dwelling Lease ceases to be a member of the tenant family, the Lease is to be voided and a new Dwelling Lease may be executed and signed by a new qualified head of the household, provided the family is eligible for continued occupancy.
- d. If at any time during the life of the Lease Agreement any other change in the tenant's status results in the need to change or amend any provision of the Lease, or if this PHA desires to waive any provision with respect to the tenant:
 - (1) The existing Lease is to be canceled and a new Lease executed, or
 - (2) An appropriate Rider is to be prepared and executed and made a part of the existing Lease.

(Notification to tenants regarding proposed changes will be in accordance with Federal Regulations governing same.)

2. Residents will be given a Briefing Packet at the time of initial lease up. This packet will contain information on maintenance procedures, unit care and housekeeping, utility services and information pertinent to the particular site they will be living at. In addition, all new residents may be required to watch a short video on housekeeping standards and sign an agreement to maintain their unit according to those standards.
3. Cancellation of the Lease Agreement
Cancellation of a tenant's Lease is to be in accordance with the provisions of the tenant lease form.

SECTION III. CONTINUED OCCUPANCY POLICIES

A. Eligibility for Continued Occupancy

To be eligible for Continued Occupancy in the HUD-aided Public Housing Projects operated by this PHA only those occupants

1. Who qualify as a family (see Section I.(A.) except that an adult person or persons remaining as members of a family may be permitted to remain in occupancy (if a signatory to the lease); if the person or persons are named on the lease but did not sign it, then the PHA will determine if the person or persons are suitable as tenants having the ability to uphold a lease, if so, a new lease will be entered.
2. Who conform to the Occupancy Standards established in Section II. (E.), hereof;
3. Who are able abide by the terms of their lease. When there is no member of the family living in the apartment who can provide the needed care, a PHA representative will determine the state of competency. A conference may be held with the PHA representative, Department of Family and Children Services caseworker and a representative of the Health Department, or a doctor, to try to resolve the problem.

B. Re-examination of Eligibility and Adjustment of Rent

1. Annual Re-examination: To assure tenancy in the project is restricted to families meeting the eligibility requirements for Continued Occupancy set forth in Section III and that such families are charged appropriate rents, the eligibility status and the Income for all tenants is to be re-examined at least annually.

After the tenant's eligibility status and income have been determined, such action as may be necessary (see Paragraph 4.) is to be taken.

2. Interim Re-examinations: Any *decreases* in the family's income of at least \$50.00 \$100.00 monthly, or any changes in the family's composition that are reported that will decrease the family's rent, the PHA will make the change effective the first of the

next month, providing verification of the change has been received. If any changes that are reported will *increase* the family's rent, the PHA will give at least a 30 day notice before the increase takes effect. Increases in income will be processed if there is an increase of at least ~~\$50.00~~ \$100.00 per month in the family's income, or if the change is for families eligible for, or currently receiving, earned income disallowance. Participants must report all changes in income, assets, and family household composition in writing within 10 days of occurrence. Changes will be processed if they are anticipated to continue for 60 or more days.

3. Income changes from welfare program

Families will not have their rents reduced (to the extent that the decrease in income is a result of the benefit reduction) if welfare or public assistance is reduced due to:

- Fraud; or
- Any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program; or
- Any failure of any member of the family to comply with conditions under the assistance program imposing a work activities requirement.

This section is not applicable for reduction in benefits as a result of:

- The expiration of a lifetime time limit; or
- Where the family has complied with welfare program requirements but is unable to obtain employment.

4. Action Required Following Re-examination: Immediately following each tenant's reexamination, he/she is to be informed in writing concerning:

- a. Any change to be made in the rent or size of dwelling occupied;
- b. Increases in rent are to be made only after all facts have been verified and, in no case, without at least 30 days notification to the tenant.
- c. Decreases in rent are to be made effective the first of the month following that in which the change in family circumstance is reported (provided verification has been received) and the decrease complies with Section III (B)(4) of this section.

5. Misrepresentations: If the re-examination discloses that families, at the time of admission or at any other previous determination of income and rent, made misrepresentations which resulted in their being classified as eligible when, in fact, they were ineligible, they are to be required to vacate even though they may currently be eligible. Also, if at the time of re-examination it is found that the tenants' misrepresentations have resulted in their paying a lower rent than they should have paid, they are to be required to pay the difference between the rent paid and what should have been paid and in justifiable cases, the PHA may take such other action as it deems advisable.

SECTION IV. ADMISSION PROCEDURE

A. Determination of Eligibility for Admission, Establishing an Application Pool and Receipt of Applications

1. This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of:
 - a. Determining whether they meet the conditions of eligibility for admission set forth in Section II. (A.);
 - b. Applying the preference requirements established in Section II. (B.);
 - c. Determining the rent to be charged in accordance with Section II. (D.);
 - d. Determining the size of the dwelling required in accordance with Section II. (E.)
2. Establishing the application pool, method of filing applications, and selection of tenants shall be as set forth in the PHA's adopted Tenant Selection and Assignment Plan, attached as Exhibit "B" of this document.
3. Tenants will be selected from among applicants eligible for dwellings of given sizes in such a manner as to avoid concentration of families according to income levels. In determining whether a family is eligible for admission or Continued Occupancy, the PHA shall consider information such as:
 - a. An applicant's past performance in meeting financial obligations, especially rent;
 - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants;
 - c. Criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
 - d. Drug-related criminal activity, especially the manufacture, sales or distribution of controlled substances;
 - e. Other criminal activity, which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing the immediate vicinity;
 - f. Other criminal activity, which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).
 - g. A family involved in drug-related criminal activity or violent criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority will be denied or terminated from the program in accordance with the County of Riverside's Zero Tolerance Policy adopted on June 4, 1996 and most recently adopted as amended on April 15, 2008.
 - h. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations.

In the event unfavorable information is obtained relative to the family, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects such as:

- i. Evidence of rehabilitation.
 - ii. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.
 - iii. Evidence of applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
4. The pre-application constitutes the basic record of each family applying for admission. Each family will be required to supply information as called for on the pre-application for admission and to sign the pre-application attesting to the accuracy of the data provided.

If during the application interview, or at any time in the future, it appears that the applicant is definitely not eligible, the applicant is to be informed of the basis for such determination and shall be provided an opportunity for an Informal Review. In such instances, sufficient information is to be entered on the pre-application form or HA data base to record the reason for the ineligibility.

The family Head, and other such family members as the PHA shall designate, shall execute HUD approved release and consent form authorizing any depository or private source of income or any Federal, State, or local agency to furnish or release to the PHA and to HUD such information determined to be necessary.

If, after verification of application data, it is determined that the applicant is eligible, he shall be notified of the approximate date he may be housed, insofar as that date can be reasonably determined. The family will be required to submit a holding deposit equal to \$260.00 or one month's rent, whichever is higher. At its discretion, the PHA may allow a short term payment arrangement regarding the deposit on a case by case basis.

All entries, when possible, are to be made in ink, indelible pencil, or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason and authority for such change noted in the record.

5. To assure that the data upon which determination of eligibility, preference status, citizenship or immigration status, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each applicant is to be verified. ~~Third party, written~~ Verifications will be obtained according to HUD hierarchy methods set forth in Section IV herein. Complete and accurate verification records are to be maintained.
6. Information relative to acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Verification data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness.

Where the information received is not adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that, for one or more reasons, an applicant is ineligible, the investigation is to be discontinued.

As verification of all necessary items for each application is completed, a summary of the verified information is prepared by entering all information in the PHA computer. The summary is to cover the following determinations:

- a. Eligibility of the applicant group as a family;
 - b. Eligibility of the family with respect to income limits for admission. Family Annual Income (see 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. Preference status, if any, of the family;
 - c. Size of unit to which the family is to be assigned;
 - d. Rent which the family is to pay; and
 - e. Proof that an applicant is, if claimed, elderly, disabled, or handicapped, as defined previously.
7. No applicant will be excluded from public housing solely because of the applicant's membership in a protected group.
8. If the verified data used in determining an applicant's eligibility, preference rating, and rent to be charged is not more than 60 days old at the time an applicant is selected for admission and the applicant states that no change has occurred in his status, the data will be considered as reflecting the applicant's status at the time of admission. If data on file is over 60 days old, inquiries are to be made of the applicant, his replies recorded, and any reported changes which may affect his eligibility, preference rating, rent and the unit size are to be re-verified prior to leasing.

SECTION X. RE-EXAMINATION PROCEDURES

1. Determination of Re-examination Date:
The re-examination of all families is to be conducted at least annually from the time of admission or prior to the transfer of units. The PHA shall conduct a re-examination of Families who have selected Flat Rent not less than once every three years.
2. Re-examination Procedures:
Data assembled at the time of re-examination is to be filed in the file set up for the family at the time of its admission. The file may be stored as an imaged or scanned form.
 - a. Receipt of Eligibility Questionnaire:
Each tenant family is required, at the time of re-examination, to complete and sign the Eligibility Questionnaire and to provide the required information. All entries are to be made in ink, indelible pencil, or type written. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons for such changes are to be noted in the record. All persons 18 years of age and older are

required to review the Eligibility questionnaire in its entirety, and include all requested information, and initial and sign where required. All responses must be true and complete.

- b. Verification and Documentation of Re-examination Data: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based is full, true, and complete, the information submitted by each applicant is to be verified. Complete and accurate verification records, as set forth in Section VI, are to be maintained in the tenant's file.
- c. Summary of Verified Data: Verification data is to be reviewed and evaluated as it is received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. As verifications of all necessary items for each application are completed, a summary of the verified information is to be prepared. The summary is to cover the following determinations and the basis for such determinations:
- (1) Eligibility of the tenant group as a family or as the remaining member of a family.
 - (2) Size of dwelling required, and
 - (3) Rent which the family is to pay.

When the verified findings are at substantial variance from the data furnished by the tenant in his Eligibility Questionnaire, the tenant is to be interviewed and an opportunity is to be given to explain the discrepancies. This can be in the form of a Pre-eviction Appointment.

SECTION VI. VERIFICATION PROCEDURES

Introduction

HUD regulations (24 CFR 960.259 (c)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding one thousand dollars (\$1000.00), allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. Release of Information

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to a release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the PHA or HUD.

B. Methods of Verification

PIH Notice 2010-19 (HA) & CFR 5.233

The PHA will verify information through the five six methods of verification acceptable to HUD in the following order:

Level Verification Technique Ranking

- Level 6) Upfront Income Verification (UIV)-Highest** (Mandatory) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)
- Level 5) Upfront Income Verification (UIV)** using non-HUD system-**Highest** (Optional)
- Level 4) Written third Party Verification-High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
- Level 3) Written Third Party Verification Form-Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
- Level 2) Oral Third Party Verification-Low** (Mandatory if written third party verification is not available)
- Level 1) Tenant Declaration-Low** (Use as a last resort when unable to obtain any type of third party verification)

- ~~1. Enterprise income verification (EIV)~~
- ~~2. Third Party written verification~~
- ~~3. Third party oral verification~~
- ~~4. Review of tenant supplied original documents~~
- ~~5. Certification/self declaration~~

Third Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases (such as DPSS reports), to validate tenant-reported income.

****For each new admission (form HUD-50058 action type 1), the PHA is required to do the following: i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and ii. Print and maintain a copy of the EIV Income Report in the tenant file; and iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.**

Written Third Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents

and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Written Third Party Verification Form (Level 3): Also, known as traditional third party verification (a standardized form to collect information from a third party source). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

Oral Third Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family. PHA staff should document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed information. This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

Enterprise Income Verification (EIV)

The HA will utilize EIV and the Work Number, whenever possible.

Use of Third Party Verification to Supplement EIV

EIV enhances, to the maximum extent possible, the third party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. EIV should not be considered an automatic substitute for other third party verification. Rather, it may supplement other verification documentation, such as tenant-provided current, original documents. EIV documents will not be printed unless the caseworker is researching possible fraud. At the conclusion of the investigation, all EIV documents will be destroyed according to the established PHA policy.

Third-Party Written Verification

Third party written verification is used to verify information directly with the source.

The family will be required to sign an authorization allowing the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms, including computerized printouts, will not be hand-carried by the family under any circumstances. The HA will send requests for third party written verifications to the source at all times regardless of whether the family provides a computerized printout.

If third party written verification is not used, the HA will document the reasons in the file.

For applicants, verifications may not be more than 60 days old at the time of leasing a unit. For participants, they are valid for 120 days from date of receipt.

Third-Party Oral Verification

Oral third party verification will be used when written third party verification is delayed or impossible. When third party oral verification is used, staff will be required to document with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is provided by telephone, the HA must originate the call. If third party verification is not available, the HA will compare the specified information to any documents provided by the family.

Review of Documents

In the event that EIV, third party written, or third party oral verification, is unavailable or information has not been verified by a third party within four weeks, the HA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents contain complete information.

All original or authentic such documents, excluding government checks, will be photocopied and stamped (or notated) "Viewed Original" and retained/imaged into the family file. Original documents will be photocopied and returned to the applicant/participant if specifically requested and at PHA discretion. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly. A faxed authentic document from the source will be considered as an original document.

The HA will accept the following original (no photocopies accepted) documents from families, including: printed wage stubs; computer printouts from employers; and signed letters.

The HA will not accept photocopies as a form of third party verification.

If third party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the HA will contact the third party source and the family to resolve differences.

The HA will allow up to ten days for families to provide documents when third party verification is impossible to obtain.

Self-Certification/Self-Declaration

When information cannot be verified by a third party or by review of documents, families will be required to submit a self-certification.

The HA will allow up to ten days for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

C. Computer Matching

In addition to EIV, the HA utilizes computer matching with the Department of Social Services (DPSS), the INS SAVE system. Other computer matching agreements with federal, state, and local government agencies will be utilized if available and cost-effective.

D. Items to be verified

All eligibility factors will be verified, such as waiting list preference, income, combined assets exceeding one thousand dollars (\$1000.00), and household composition.

E. Verifying non-financial factors

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

Family Relationships

The HA will require familial relationship verification as appropriate and necessary.

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will require verification of the new address, and a notarized or certified statement signed by the individual who is permanently absent requesting to be removed from the household and lease and relinquishing any portion of his/her security deposit. If the individual is unavailable or refuses to sign the above documents, the Head of Household or remaining adult member must obtain a move out order from the court. A spouse/co-head away in the military is not considered to be absent and their income is to be included in total household income with the exception of the portion of pay that is specifically designated as hostile fire pay.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

Verification of Disability

Third party verification procedures will be used to document permanent disability status.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

If the PHA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers

All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the addition of new household members at least 6 years of age or under the age of 6 who **has an assigned SSN**, the tenant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add new household member or during interim re-examination. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Addition of new household members **under the age of 6 and who do not have an assigned SSN**, are can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances. ~~Social security numbers must be provided as a condition of eligibility for all family members age six and over.~~

SECTION VII. TERMINATION OF TENANCY AND EVICTION

The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- (a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- (b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- (c) Discovery after admission of facts that made the tenant ineligible.
- (d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- (e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a life time registration under a State sex offender registration program.
- (f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- (g) Failure of a family member to comply with the community service requirement.

Lease Termination Notice:

The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
 - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
 - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or (3) if any member of the household has been convicted of a felony

- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

SECTION VIII. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437d (u)(3)) and in the HA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision, the provisions of this section shall prevail.

A. Termination of tenancy

1. An incident of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the tenant or any member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, the HA may terminate tenant's tenancy under the lease if it can demonstrate an actual an imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
4. Further, nothing in this section shall prohibit the HA from terminating tenancy under the lease based on a violation of the lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, the HA shall not apply a more demanding standard against the tenant or a lawful occupant than to other tenants.

B. Bifurcation of lease

Under the authority provided in Section 6(l) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(l)(6)(B)), the HA may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The HA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

C. Certification.

The HA will request that the victim abuse complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it.

If the certification is not delivered to the HA within the 14-day period allowed, the provisions of this section will not apply and the HA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality.

The law requires that information provided to the HA concerning an incident or incidents of domestic violence, dating violence or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

SECTION IX. GRIEVANCE PROCEDURE FOR CONVENTIONAL PUBLIC HOUSING

(Refer to 24 CFR 966, Subpart B)

A. Applicability

1. The Housing Authority grievance procedure shall be applicable to all individual grievances as defined in Section B of this procedure between the tenant and the Housing Authority. In those jurisdictions which require that prior to eviction, a tenant be given a hearing in court containing the elements of due process, the Housing Authority may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon:
 - A. A tenant's creation or maintenance of a threat to the health or safety or right to peaceful enjoyment of the premises of other tenants or Housing Authority employees or
 - B. Any violent or drug-related criminal activity on or off the premises or
 - C. Any criminal activity that resulted in a felony conviction of a household member.
2. The Housing Authority grievance procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes.

B. Definitions

For the purpose of this procedure, the following definitions are applicable:

1. "Grievance" shall mean any dispute excluding that outlined in Section A (1) above, which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations which adversely affect the individual tenant's right, duties, welfare or status, including a denial of a request for reasonable accommodation and the tenant's obligations.
2. "Complainant" shall mean any tenant whose grievance is presented to the Housing Authority office in accordance with Section C and D herein.
3. "Elements of due process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

- b. Opportunity for the tenant to examine all relevant documents, records and regulations of the Housing Authority prior to the trial for the purpose of preparing a defense;
 - c. Right of the tenant to be represented by counsel;
 - d. Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - e. A decision on the merits.
4. "Hearing officer" shall mean a person selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
 5. "Hearing panel" shall mean a panel selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
 6. "Tenant" shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this procedure.

C. Informal Settlement of Grievance

Any grievance shall be personally presented, either orally or in writing, to the Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within 10 days time and one copy shall be given to the tenant and one retained in the Housing Authority's tenant file. The summary shall specify the names of the participants, date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under Section D may be obtained if the complaint is not satisfied. Any notice to vacate is considered a type of "summary of discussion".

D. Procedure to Obtain a Hearing

1. Request for hearing - The complainant shall submit a written request for a hearing to the Housing Authority by the close of the business day, no later than 10 calendar days from the date of receipt of the summary of discussion pursuant to Section C. The written request shall specify:
 - a. The reasons for the grievance; and
 - b. The action or relief sought, along with supporting documentation.
2. Selection of Hearing Officer or Hearing Panel - Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:
 - a. The hearing officer or panel shall be an impartial, disinterested person(s) appointed by the Housing Authority.
 - b. The hearing officer may not be the person who approved the PHA action under review or a subordinate of such a person.
3. Failure to Request a Hearing - If the complainant does not request a hearing in accordance with this Section, then the Housing Authority's disposition of the grievance

under Section C shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

4. Hearing Prerequisite - All grievances shall be personally presented either orally or in writing as prescribed in Section C as a condition prior to a hearing under this section, provided that if the complainant shall show good cause why he failed to proceed in accordance with Section C to the hearing officer or hearing panel, the provisions of this procedure may be waived by the hearing officer or hearing panel.
5. Escrow Deposit - Before a hearing is scheduled in any grievance involving the amount of rent as defined in the tenant lease which the Housing Authority claims is due, the complainant shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the Housing Authority action or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the Housing Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his grievance in any appropriate judicial proceeding
6. Scheduling of Hearing - Upon complainant's compliance with paragraphs 1, 4 and 5 of this section, a hearing shall be scheduled by the hearing officer or hearing panel within 5 business days from the information packet is received. A written notification specifying the date, time and location of the hearing will be sent or delivered to the complainant. This notification will also contain: (1) the family's right to bring evidence, witnesses, legal or other representation at the family's expense; (2) the right to review any documents or evidence in the possession of the PHA on which the PHA based the action (to be provided no later than 7 days before the hearing); (3) notice that the family must provide copies to the PHA of any documents or evidence that the family will use at the hearing (to be provided no later than 7 days before the hearing).

After the hearing is scheduled, the family may request to reschedule only upon showing good cause, which is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

E. Procedures Governing the Hearing

1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
 - a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Housing Authority that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing;

- b. The right to be represented by counsel or other person chosen as his or her representative;
 - c. The right to a private hearing unless the complainant requests a public hearing;
 - d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies; and
 - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
 4. If the complainant or the Housing Authority fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer or hearing panel provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.
 5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.
 6. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the direction of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
 7. The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

F. Decision of the Hearing Officer or Hearing Panel

1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within 10 business days after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's folder and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.

2. The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - a. The grievance does not concern the Housing Authority action or failure to act in accordance with or involving the complainant's lease or Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;
 - b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.
3. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceeding, which may thereafter be brought in the matter.

G. Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with Section D on a complaint involving a Housing Authority notice of termination of the tenancy and the hearing officer or hearing panel upholds the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action in a State or local court until it has served a notice on the tenant allowing 5 calendar days to vacate (from the date of the hearing officer's decision letter or the PHA's initial 30 day notice to vacate, whichever is later). In no event shall the eviction be initiated through the courts prior to the decision of the hearing officer or hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

H. Costs of the Hearing

Each party shall bear their own costs for the hearing. The Housing Authority shall be responsible for providing a suitable site for the hearing proceedings.

SECTION X. RESIDENT SURVEY FOLLOW-UP PLAN

In accordance with Public Housing Assessment System (PHAS) regulations, the PHA has developed this Follow-up Plan as part of its Annual Plan because the PHA scored less than 75% on the Resident Surveys in the two following areas: Communication, Safety and Neighborhood Appearance.

A. Communication

In order to encourage and improve communication between PHA staff and residents, the following will be implemented:

- Staff will conduct “knock and talks” with residents when conducting site visits. They will ask the residents if they have any concerns. Any concerns raised will be addressed.
- Resident meetings will be held twice a year on the sites for outreach purposes and to encourage community involvement.
- Residents may be invited to attend the monthly Public Housing staff meetings or any community meeting. Residents may be informed of the times and dates of the meetings, they may be published in the quarterly newsletter and/or notices may be posted at sites.
- Resident Concern Forms will be available in the managers' offices and at the PHA offices. One will be given to residents at their annual inspection and at their initial leasing appointment.
- Customer Service Surveys are available to residents at HA office appointments
- Managers may have office hours that include either one evening or one weekend day to better meet the needs of working residents.
- Annual Community Day events will be held at most sites. In-kind support is received from other agencies such as the police and fire departments. Fundraising is performed to self-fund the events. The events will be held on various dates from April 2010 through June 2010 or later if there is inclement weather that necessitates rescheduling.
- Resident concerns submitted in writing will be responded to timely.
- A quarterly newsletter is sent to all residents informing them of resident services, upcoming events, self-sufficiency opportunities, and information pertaining to addenda, rules and the lease.

B. Safety

- Additional lighting has been installed. We will continue to evaluate and address lighting on all sites to ensure adequate coverage on the site.
- We are working with the HUD Inspector General local field office to do criminal checks, site visits and taking appropriate action.
- We thoroughly screen residents for criminal activity, credit history and rental history.
- Maintenance has a regular preventative maintenance program to ensure units are maintained to meet safety requirements.
- In all cities where the program is available, the communities are certified through the police departments for Crime Free Multi Housing.
- Fire extinguishers are maintained on all sites and are replaced immediately when needed.

C. Neighborhood Appearance

- We have a graffiti removal program to have it removed promptly.
- All sites have Resident Services Assistants to maintain the property. These Assistants work hand-in-hand with the Maintenance Department to ensure prompt removal of trash, broken glass, etc.
- We contract with pest control service companies who monthly service both individual

units and common areas. If a particular unit needs additional service, it is completed and may be charged to the resident at the PHA's discretion.

- Maintenance has a regular preventative maintenance program which maintains individual units as well as common areas.
- Landscaping services are contracted and services are provided weekly, which includes mowing, trimming, sprinkler servicing and removal of leaves, etc.
- Playground equipment, tot lots, basketball courts and picnic areas are maintained and Resident Assistants monitor their use.

DRAFT 2011

EXHIBIT A

INCOME LIMITS EFFECTIVE March 19, 2009

Family Composition	Very Low Income 50% of Median	Low Income 80% of Median
1 Person	\$23,300	\$37,300
2 Persons	\$26,650	\$42,650
3 Persons	\$29,950	\$47,950
4 Persons	\$33,300	\$53,300
5 Persons	\$35,950	\$57,550
6 Persons	\$38,650	\$61,850
7 Persons	\$41,300	\$66,100
8 Persons	\$43,950	\$70,350

Family Annual Income (See 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. The HA will use the income limits listed in this section unless HUD publishes revised income limits. The HA will use the income limits as defined by HUD. For the Affordable Public Housing Program: The HA uses the Low Income Limit by family size, which is based on 80% of the median income.

EXHIBIT B

TENANT SELECTION AND ASSIGNMENT PLAN

1. All applications received by the Housing Authority will be dated and time stamped in order to determine the priority for applications of persons who are equally eligible.
2. Both new applications and those already on file will be categorized according to the unit size, which is appropriate for the applicant family. One waiting list will be maintained. Two area preference lists may be maintained for the convenience of the applicants. The applicant family will be placed on as either or both preference lists if they so choose. At the PHA discretion the PHA may utilize site-based waiting lists to improve asset management efficiency.

Households wishing to apply for public housing may complete and submit applications in either of the Housing Authority offices located in Indio and Riverside. Applications are accepted in person, on the website, by fax and mail during regular business hours. Requests for mail-out applications will be honored. Applications may be taken over the phone as a reasonable accommodation for persons with disabilities.

Once received, applications will be date and time stamped and the preference rating identified. Bedroom size needs will be considered and applicants will be placed on the waiting list according to the above criteria.

Separate preference lists by area:

A. Area #1 West County:
Anza, Rubidoux, Glen Avon, Pedley, Norco, Corona, Riverside, Moreno Valley, Perris, Romoland, Homeland, Menifee, Murrieta, Sun City, Winchester, Lake Elsinore, Canyon Lake, Temecula, Rancho California, San Jacinto, Hemet

B. Area #2 East County:
Beaumont, Banning, Cabazon, Desert Hot Springs, Cathedral City, Palm Springs, Palm Desert, Coachella, Mecca, Blythe, Thermal, Indio

C. Number of units per area and type

	# of Units	Type
Area #1	274	Family
Area #2	195	Family
Total Units	469	

D. Street addresses of HA units by area:

	Location (All are within Riverside County, California)	Bedroom size
Area #1	4675 Jackson St.; Riverside, CA 92503	1, 2
	5571, 5577, 5581, 5587, 5591, 5597 34th Street; Riverside, CA 92509	2
	372 Highland; Riverside, CA 92507	2
	3974, 3986, 3990, 3992, 3996, 3998 Fort Dr.; Riverside, CA 92509	1, 2, 3
	Gloria, Perris Bl.; Moreno Valley, CA 92553	1, 2, 3, 4
	13816, 13836 Perris Bl; 25011, 25025, 25033, 25035, 25037, 25039, 25045, 25051, 25078, 25080, 25103, 25104, 25105, 25106, 25115, 25116, 25117, 25118, 25125, 25126, 25127, 25128 Gloria St	
	24340, 24346, 24356, 24360, 24366 Dracaea; Moreno Valley, CA 92553	2
	22211, 22215, 22239, 22245 Sherman St.; Moreno Valley, CA 92553	3, 4
	102, 104, 108, 112, 116, 120, 124, 130, 136, 142 Midway; Perris, CA 92570	1, 2, 3
	33051, 33091 Fairview; Lake Elsinore, CA 92530	2
	16366, 16376, 16388, 16400, 16412, 16422, 16436, 16448 Broadway; Lake Elsinore, CA 92530	2
	475, 479 Idyllwild Dr., San Jacinto, CA 92583	2
Area #2	5 th St. / Maple; Beaumont, CA 92223 (478 & 486 Maple; 717, 733, 749, 765, 769, 777, 781, 789, 815 and 837 E. 5 th)	3, 4
	975 E. Williams; Banning, CA 92220	2
	13580, 13582, 13584, 13586, 13588, 13590, 13600, 13602, 13604 Don English; Desert Hot Springs, CA 92240	2, 3
	34355 Corregido Dr.; Cathedral City, CA 92234	2
	43-909 Aladdin, Indio, CA 92201	2, 3, 4
	56-610, 56-660, 56-680 Polk St; Thermal, CA 92274 87-015 and 87-045 Church; Thermal, CA 92274	2
	56-690, 56-700, 56-710, 56-720 Polk; Thermal, CA 92274	3, 4, 5
	91-400 Seventh Street; Mecca, CA 92254	3, 4, 5

3. As vacant units become available, assignments will be made on a daily basis to eligible applicants according to his/her relative standing or position on the waiting list. Each eligible applicant on the waiting list will be referred in the order of preference/and income range to an appropriate available unit.
4. The applicants at the top of the list for the available size unit will be selected unless:
 - A. Two or more applicants having equal preferences (being equal in weight), then the one fitting the income range needed to maintain the projects economic mix will be offered the unit unless;
 - B. Two or more applicants having equal preferences (being equal in weight) and falling within the same income range needed to maintain the economic mix of the project, then the earliest date and time of application will be the determinant;
 - C. Two or more applicants having equal preferences (being equal in weight) decline the unit being offered, at which time the unit will be made available for immediate housing. If necessary the unit will be informally advertised through shelters, social services, local listings and any other resources necessary to rent the unit. Admission Policies as defined in Section II of this document will be maintained.
5. No unit will be left vacant waiting for an applicant of appropriate income range and size so long as the family size meets established Occupancy Standards (See Section II (e)).
6. Eligible applicants shall not be allowed to decline two appropriately sized unit offered without good cause. If two units are declined, the applicant's name will be withdrawn from each of the public housing waiting list that the applicants name appears on unless:
 - A. The applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his/her inability to move.
 - B. The applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation.
7. In any instance where the applicant rejects the suitable unit for either reason A or B above, the applicant will retain his/her position on the waiting list and will be offered the next suitable unit. Rejection of the next suitable unit offered, other than for reason A or B above, will result in the applicant being withdrawn from each of the public housing waiting list. If an applicant turns down one or more units within a 12 month period after being returned to the waiting list due to turning down available units, the applicant will be withdrawn from the Public Housing Waiting List. An applicant may reapply with a new registration date at any time the waiting list is open.
8. Handicapped applicants shall be given preferences as to date and time of application when the vacant unit is a unit designed specifically for a handicapped or disabled family. Vacant, accessible units will be offered to handicapped and/or disabled households as follows:

First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the PHA will require the applicant to agree (and incorporate this agreement into the lease) to move to a non-accessible unit when the handicap accessible unit is needed by a handicapped family, and a suitable unit is available for the non-handicapped family to move into.

9. The Authority currently administers two types of resident transfers, as follows:
- a. Required Transfer: Results when a resident's unit is no longer suitable in accordance with the Authority's occupancy standards or the PHA otherwise needs to utilize the unit for business purposes. A transfer shall be required due to authorized increases in family size in cases where the family size exceeds two persons per bedroom and two persons in the living room.
 - b. Medical Transfer: Transfers may be granted for verifiable medical reasons and as a reasonable accommodation for disabled/handicapped persons. The requested accommodation must have a nexus to the disability.

The Authority will establish a combined/single waiting list for each category of transfers (required and requested). Households on the transfer and new applicant waiting lists will be referred to appropriate, available units in the following order:

- (1) Vacancies will first be offered to existing residents who are required to transfer.
 - (2) Remaining vacancies will then be offered to existing residents who have requested medical transfers (as set forth in item 9, B. above).
 - (3) Any remaining vacancies will be offered to new applicants for housing assistance.
10. Under no circumstances is a unit to be leased without following the above guidelines. A supervisor's signature is required for any exceptions. On occasion the agency will have ready units that are vacant for more than 7 days or that has been offered to eligible registrants through the waiting list process and two or more have turned down the unit(s) offered. If this should occur, the units will be offered as Immediate Housing.

An Immediate Housing unit is a unit that has been ready for more than 7 days or which has not been selected by an applicant in the current release (two or more eligible registrants have turned down the unit). Immediate Housing is only offered if we have already offered the unit to the applicants that were released on the waiting list that the leasing agent is processing. The entire waiting list does not have to be exhausted to offer the unit for Immediate Housing; however, we must demonstrate through documentation that we have a current release and have offered the unit to all eligible applicants and it was not selected.

11. Removal from the Waiting List: Failure to respond to mailings, requests for information and updates within 30 calendar days will result in the Applicant being withdrawn from the Waiting List. If a letter is returned by the Post Office without a forwarding address, the registrant will be removed without further notice from all waiting lists that the applicants name appears on, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities. The waiting list will be purged periodically by a mailing to registrants to ensure that the waiting list is current and accurate. Failure to accept the PHA's offer of one or more units on two or more separate occasions will result in the applicant being withdrawn from the waiting list and it will be necessary for the applicant to reply at such time they are interested in the program provided the waiting list is open at the time.

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EXHIBIT C
TENANT CHARGES - MAINTENANCE REPAIR COSTS

The flat rate charges listed will apply to all repairs; some of which are not applicable tenant charges. Tenant damages and that which is beyond normal wear and tear will be charged to the tenant. Charges for travel time will be included and charged to the tenant for any afterhours response time outside of business hours to and from the unit including picking up the company truck at the hourly rate of \$40.00 per hour (1/2 hour minimum). In the event that an afterhours call is received and responded to but corrected prior to maintenance arriving at unit, the tenant will be charged travel time to and from the location maintenance received the cancellation. In the event work items listed below are completed by contract (other than Housing Authority staff) the flat rate charge will apply except when the charge for services is less than the flat rate, in which case the tenant will be charged the lesser amount. All items of repair not listed will be charged on a time and material or actual cost basis. Labor will be calculated at \$40.00 per hour with a half hour minimum.

Flat Rate Charge

1. WINDOW REPAIRS

- a. Single Strength
- b. Double Strength
- c. Double glazed windows
- d. Bathroom mirror
- e. Window lock repair

Contract charge + Labor
Contract charge + Labor
Contract charge + Labor
45.00
15.00

2. WINDOW COVERINGS (Replacement)

- a. Replace vertical blinds 48" x 48" and under 45.00
- b. Repair vertical blinds 15.00
- c. Replace vertical blinds above 48" x 48" 60.00
- d. Replace vertical vanes under 84" long 5.00 each
- e. Replace vertical vanes 84" and over 8.00 each
- f. Replace vertical headrail 48" and under \$15.00
- g. Replace vertical headrail 49" - 63" \$20.00
- h. Replace vertical headrail 67" - 90" \$25.00
- i. Replace vertical headrail 91" - 102" \$28.00

3. SCREEN REPAIR/REPLACE

- a. Re-screening only 1.25 sq. ft.
- b. Complete new screen 2.75 sq. ft
- c. Sliding Screen Door replacement 60.00

4. DOOR REPAIRS/REPLACEMENT

- a. Hollow core (interior) 45.00 + Labor
- b. Solid core (exterior & garage access) 175.00 + Labor
- c. Door jamb replacement, exterior 150.00 + Labor
- d. Door jamb replacement, interior 20.00 + Labor
- e. Door jamb repair 20.00
- f. Heavy duty screen door (including installation) 175.00 including passage door knob
- g. Deadbolt keyed to unit for Heavy duty screen door 85.00 including labor
- h. Entry door locks 75.00 + Labor and change core charge
- i. Deadbolt locks 85.00 + Labor and change core charge

j.	Change core on lock (front, rear, storage)	25.00 each
k.	Keys (each)	3.50 each
l.	Interior privacy lock (bath)	25.00
m.	Interior passage lock	15.00
n.	Mailbox lock change/install with 2 keys	25.00
o.	Re-hang wardrobe doors (2) - no repairs	10.00
p.	Repair/re-hang wardrobe doors (2)	30.00
q.	Replace wardrobe doors vinyl	125.00 48" x 80" installed
r.	Replace wardrobe door guide	10.00
s.	Closet rod	15.00
t.	Closet rod brackets (2)	5.00
5.	WALL REPAIRS (Interior)	
a.	Dry wall construction	30.00 per sq. ft. or portion thereof
b.	Plaster construction	40.00 per sq. ft. or portion thereof
6.	CABINET REPAIR	
a.	Wood paneling/cabinet fronts	45.00 per panel
b.	Cabinet door & drawer replacement	45.00
c.	Hinge replacement	10.00 per pair
d.	Drawer guides	10.00 per pair
7.	FLOOR REPAIRS	
a.	Vinyl tile	8.00 square
b.	Cove base replacement	2.00 lin. ft.
c.	Repair or replace carpet (average)	10.30 a yard or portion there of
8.	ELECTRICAL REPAIRS	
a.	Light switch or plug replacement	15.00
b.	Dining room hanging light fixture	40.00
c.	Wall/porch light fixture	35.00
d.	Bath, bedroom and hall light fixture	40.00
e.	Switch or plug plates	5.00
f.	Globe only	15.00
g.	GFI	45.00
h.	Light bulb (60 watt)	2.00
i.	Light bulb (48" fluorescent)	5.00
j.	Light bulb plc-4 (18 watt)	10.00
k.	48" Kitchen fluorescent light diffuser	15.00
l.	Smoke Detector replacement—Battery operated	25.00
m.	Smoke Detector replacement—Electrically operated	45.00
9.	PLUMBING REPAIRS/ BATHROOM	
a.	Washer replacements	5.00
b.	Washer and seat replacement	10.00
c.	Handle replacements	10.00
d.	Toilet seat	25.00
e.	Shower rod	15.00
f.	Shower head	10.00
g.	Hand-held showerhead for handicapped accessibility	35.00

h. Towel bar	15.00
i. Toilet paper holder	10.00
j. Leaking sink drains	10.00
k. Garbage disposal repairs:	
-Free stuck unit if removal not required	15.00
-Removal required for repairs	25.00
-Change and replace	100.00
m. Medicine cabinet—Complete	50.00
n. Medicine cabinet—sliding door / shelf	8.00
o. Medicine cabinet door magnet	5.00
p. “O” ring replacement (faucets)	10.00
q. “Lift” stoppers (bathroom sinks, showers)	12.00
whole assembly replacement	30.00
r. Diverter valve repairs	15.00
s. Clean sewer drain (average)	60.00
t. Clean kitchen sink or lavatory drain or tub	35.00
u. Unstop toilet	35.00
v. Unstop main line	60.00
w. Replace toilet + Labor	150.00
x. Repair/replace P-traps	35.00
y. Replace kitchen faucet	50.00
z. Replace bathroom faucet	35.00
aa. Remove toilet to unstop drain	100.00

10. HEATING / COOLING

a. Thermocouples	15.00
b. Fan controls	20.00
c. Thermostat	50.00
d. Cooler switch	20.00
e. Wall heater control	65.00
f. Control knobs	3.00

11. PAINTING INTERIOR (Prep & painting)

a. One bedroom unit	250.00
b. Two bedroom unit	275.00
c. Three bedroom unit	350.00
d. Four bedroom unit	400.00
e. Five bedroom unit	450.00
f. Ceiling per unit or portion thereof	150.00
g. Individual interior door (no repairs)	20.00

12. CLEANING

Cleaning of complete unit (excluding stove & carpet):

a. One bedroom	125.00
b. Two bedroom	150.00
c. Three bedroom	175.00
d. Four bedroom	200.00
e. Five bedroom	225.00

Cleaning of individual items

f. Average refrigerator	30.00
g. Average stove	45.00
h. Average stove hood	20.00
i. Clean sink	10.00
j. Clean bathtub (extra charge for excessively dirty)	40.00
k. Clean blinds	6.00
l. Clean windows (average house)	40.00
m. Clean walls (average house)	60.00
n. Shampoo carpet (average house)	95.00 (if exceeds normal wear/tear)
o. Repair or replace carpet (average)	10.30 a yard or portion there of
p. Haul trash/debris (large load)	100.00 a load or portion there of
q. Hall trash/debris (small load, 3 items or less)	60.00
r. Clean parking space	40.00

13. APPLIANCES

a. Complete stove replacement	550.00 + labor
b. Oven controls	75.00
c. Stove top replacement	50.00
d. Burner grates (4)	20.00
e. Oven control valves	65.00
f. Vent hood fan	95.00
g. Vent hood filter	10.00
h. Thermocouples (pilot)	15.00
i. Safety shut-off valves	75.00
j. Burner & Oven knobs	10.00

14. EXTERIOR

a. Wall repair	Contract charge + Labor
b. Replace Hunter sprinkler	30.00 each
c. Repair/replace sprinkler	20.00each

15. OTHER TENANT CHARGES

a. Late rent charge (Public Housing)	35.00
b. Late rent charge (Bond)	35.00
c. Returned check	35.00
d. Lock-out (During working hours)	30.00
e. Lock out (After working hours)	45.00 (plus travel time)
f. Monthly Pet Charge	10.00
g. Gate Card Charge	25.00

16. DEPOSITS

a. Security deposit	
(Tenant rent or \$260.00, whichever is greater)	260.00
b. Gate Card deposit / charge if not returned	25.00
c. Pet -dog/cat (except service animal)	100.00
d. Pet - guinea pigs, rabbits, birds, fish, lizards	50.00

EXHIBIT D -- PET POLICY

Families residing in Public Housing or Bond units are allowed to keep common household pets in their apartments in accordance with this Pet Agreement. Households may keep one cat or one dog or either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards as common household pet(s) if it is registered with the Housing Authority before it is brought onto the premises, and if registration is updated each year at annual reexamination.

No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification

Payment

A non-refundable monthly pet charge of \$10.00 will be required for each household with a pet. This charge is intended to cover the reasonable operating costs to the project.

The HA will, in addition, charge a refundable pet deposit of \$100.00 for each dog or cat and \$50.00 for either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards.

The HA will refund the unused portion of the deposit to the resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the resident's dwelling unit. If the tenant no longer has the pet, an inspection of the unit must be done to provide evidence that there is no damage to the unit caused by the pet.

Limitations

HA authorization for pet(s) will be given on a year-by-year basis.

No pet will be allowed if weight exceeds 20 pounds. The 20 pound limit is for the expected adult weight of the animal. No immature animals of 20 pounds will be allowed.

No dangerous animal or pet will be allowed. Dangerous pets or animals include, but are not limited to:

- Any animal whose bite is venomous.
- Any animal who has previously bitten anyone.

Fish aquariums must not exceed 15 gallons of water. (See exception for gallon size)

Registration

Registration must include the following:

A certificate signed by a licensed veterinarian stating that the common household pet has received timely all inoculations currently required by state and local laws. Also required is whatever license is mandated by local law.

A picture of the common household pet must be provided at time of registration.

Name, address and phone number of person to be responsible for pet in resident's absence.

All animals are to be spayed or neutered. If animals are not spayed or neutered and have offspring, the resident household is in violation of this rule.

No animal or pet may be kept in violation of humane or health laws.

Animal Restraint

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

Sanitation Standards

Any animal or pet waste deposited in any animal or pet animal exercise area must be removed right away by the pet owner.

Residents will take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.

If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area.

Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents will not alter their unit, patio or unit area to create an enclosure for a common household pet.

Potential Problems and Solutions

Residents will not permit any disturbances by their pet which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the owner's apartment to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents.

The action may also include placing the pet in a facility to provide care and shelter for a period not to exceed 30 days.

If the pet is threatened by the incapacitation or death of the owner, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the pet in proper facility for up to 30 days at the pet owner's expense. If there is no other solution at the end of 30 days, the HA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

Excluded from the premises are all animals and/or pets not owned by residents, except for service animal(s). A service animal is not a pet and is subject to the service animal policy and agreement.

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by any of the tenant's pet(s). Any injury or damage to persons or property caused by tenant's pet(s) shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

Exceptions:

Each household may be permitted to have one, one (1) gallon water proof container with up to two (2) small non-biting fish such as Goldfish. A pet deposit or monthly pet charge will not be required. The container and its contents must be maintained in a safe and sanitary manner and may be subject to removal by the PHA should housekeeping or other hazardous conditions exist.

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EXHIBIT E -- SERVICE ANIMAL POLICY

(Policy regarding animals that assist persons with disabilities)

Background

Service animals are animals trained to assist people with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service animals as any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. If an animal meets this broad definition, it is considered a service animal. It does not have to be licensed or certified by a state or local government or a training program. Companion animals and emotional support animals will be included in this broad definition if the animal is an integral part of the treatment process prescribed by a medical professional. Verification will be sought annually.

Federal, state and local fair housing laws require that a modification be made to a "No Pet" policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden. The Housing Authority (HA) does not have a "No Pet" policy. A pet is allowed in accordance with the Pet Policy and a signed pet agreement.

This policy differentiates "service animals" from "pets," describes types of service animals, provides guidelines for staff and tenants for the acceptance of service animals, and sets behavioral guidelines for service animals.

Definitions

Disability:

A tenant must meet the statutory definition of having a "disability," under federal, state and local fair housing laws. These statutes recognize the following broad categories of disabilities:

- A sensory, mental, or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, dressing, etc.)
- A sensory, mental or physical condition that is medically cognizable or diagnosable

Medical Professional:

A healthcare or mental health provider responsible for the medical care of the member requiring a service/companion animal.

Pet:

A domestic animal kept for pleasure such as a dog, cat, guinea pig, hamster, rabbit, bird, fish or lizard.

Service/Companion Animal:

Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. A companion animal with good temperament and disposition, and who has reliable, predictable behavior, may assist a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are usually dogs, but may be any animal designated by the tenant and his or her treatment provider. Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair.

All references to the word "animal" in this policy refers to the resident's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

Examples include:

- A **guide animal**, trained to serve as a travel tool by a person who is legally blind.
- A **hearing animal**, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- An **assistance animal**, trained to assist a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc.
- A **seizure response animal**, trained to assist a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A **companion animal or emotional support animal** that assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment.

Staff:

Includes Housing Specialists, on-site management, off-site property management, maintenance personnel, or any other representative of the owner or management company designated by the Housing Authority.

Tenant:

A person with a disability who has a service animal who resides in Affordable Public Housing.

Request for a service animal accommodation

The tenant shall submit a request in writing to have a service/companion animal as an accommodation for the tenant's disability.

Verification of disability and need for a service animal:

The tenant must provide written verification that s/he has a disability and that the accommodation is necessary to give the person equal opportunity to use and enjoy the community. If the disability and need are obvious, such as a blind resident needing a guide dog, verification may not be required. As defined by the law above, the tenant need not disclose the nature of the disability. The verification must include:

- The name, address and phone number of the medical professional
- The requested accommodation and nexus between the requested accommodation and the disability.

HA authorization for guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal will be given on a year-by-year basis. Service animals do not need to wear any special identifying gear such as tags, harnesses or capes.

A tenant may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs.

Supervision:

The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be supervised and effectively restrained (under the control of a responsible person) when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

No vicious, dangerous or intimidating guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is to be kept on the premises. Vicious and/or dangerous animals include, but are not limited to:

- Any animal whose bite is venomous or who has previously bitten anyone.

The resident will be responsible for all reasonable expenses directly related to the presence of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Limitation on number of animals

No more than one guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet is allowed on the premises per unit.

Limitation on size/weight of animals

The expected adult weight of a companion animal or emotional support animal must not exceed 20 pounds. No immature companion animal or emotional support animal of 20 pounds will be allowed. The size limitation does not apply to a *guide animal, a hearing animal, assistance animal, seizure response animal.*

Limitation on size/gallons of fish aquarium

Fish aquariums must not exceed 15 gallons of water. (See exception for one gallon size)

Sanitation standards/cleanup rules

- Never allow the service animal to defecate on any property, public or private (except the tenant's own exclusive use area), unless the tenant immediately removes the waste.
- Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or outside of the tenant's unit.
- Properly dispose of waste and/or litter. If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.
- Take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.
- Contact Staff if arrangements are needed to assist with cleanup (at the tenant's expense).
- The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area. Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

- Resident will not alter their unit, patio or any other area to create an enclosure for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

Service animal accommodation

The Housing Authority will review a tenant's request for a service animal accommodation. Upon written verification from the tenant's medical professional, the HA will provide a written response to the tenant. The response will take into consideration the reasonableness of the request and guidelines of this policy. The request may be denied and deemed unreasonable if it is not approved by the tenant's medical professional or if it causes an undue financial or administrative burden or is a safety risk to the community.

Fees

A service animal is not a pet and is not charged a pet deposit. The tenant is liable for any damage caused by the animal. No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Potential problems and solutions

Residents will not permit any disturbances by their guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the tenant's apartment with reasonable notice to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents. The HA may also place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in a facility to provide care and shelter for a period not to exceed 30 days at the tenant's expense.

If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is threatened by the incapacitation or death of the tenant, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in proper facility for up to 30 days at the tenant's expense. If there is no other solution at the end of 30 days, the HA may donate the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal to a humane society. Cost of this professional care will be borne by the tenant.

Any other animals and/or pets not owned by residents, except for service animals are excluded from the premises.

The authorization for a guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal may be revoked at any time subject to the

Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Removal of a service animal

Residents who violate this Service Animal Policy are subject to:

Mandatory removal of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice. Lease termination proceedings.

Areas off-limits to service animals

Management may designate certain areas off limits to service animals, such as in the swimming pool or any other area where a significant health or safety hazard may exist. Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community.

Registration

Registration must include the following:

- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has received timely all inoculations currently required by state and local laws.
- Any license mandated by local law.
- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has been spayed or neutered. If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are not spayed or neutered and have offspring, the resident household is in violation of this rule.
- A picture of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be provided at time of registration.
- Name, address and phone number of person to be responsible for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in resident's absence.

No guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet may be kept in violation of humane or health laws.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal. Any injury or damage to persons or property caused by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Lease Agreement signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

Exceptions:

Each household may be permitted to have one, one (1) gallon water proof container with up to two (2) small non-biting fish such as Goldfish. A pet deposit or monthly pet charge will not be

required. The container and its contents must be maintained in a safe and sanitary manner and may be subject to removal by the PHA should housekeeping or other hazardous conditions exist.

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EXHIBIT F -- RENT COLLECTION AND WRITE OFF POLICY

Collection

Public affordable housing tenants will be provided with a monthly statement showing the rent due as well as any other charges (late fees, maintenance charges, etc.). Rents are due on the first day of each month and considered delinquent after the first (1st) day. If rent is not paid by the fifth (5th) of the month, late fees will apply. Tenants may mail a check or money order directly to the Housing Authority or may pay in person at the Housing Authority main office. Any monies received will be applied to the oldest balances first.

If a tenant has one check returned for insufficient funds, the tenant will be advised that all future payments must be by money order. After twelve (12) consecutive months of the resident's rental account being paid on time and in full, the PHA will consider restoring the resident's ability to pay by check upon receipt of resident's written request and confirmation of ability to pay.

If the rent is not paid by the fifth of the month, once late fees are posted to the tenant's accounts a 14-day notice will be prepared and served or posted and mailed to the tenant. The notice is a requirement of the Federal Regulations to advise the tenant that they are being considered for eviction for non-payment of rent and they have 14 days to contact the Housing Authority office for payment or to make arrangements to pay. If no payment is made within the fourteen-day period, after five days the file will be processed for eviction proceedings and an unlawful detainer will be filed with the court. If the tenant fails to submit an answer as outlined in the Unlawful Detainer Complaint a default judgment will be issued and a writ of possession will be filed to remove the tenant from the dwelling. If the tenant submits an answer as outlined in the Unlawful Detainer Complaint, a court date is set and if judgment is received in court and the tenant's appeal period has elapsed, a writ of possession will be filed to remove the tenant from the dwelling.

If the tenant fails to make payments on other charges as allowed in the lease (late fees, maintenance charges, etc.), a 14-day notice will be prepared and served or posted and mailed to the tenant. The notice advises the tenant that they are being considered for eviction for non-payment of the specified charges in the notice and they have 14 days to contact the Housing Authority office for payment or to make arrangements to pay. If no payment is made within the fourteen-day period, after five days the file will be processed for eviction proceedings and an unlawful detainer may be filed with the court. A court date is set and if judgment is received in court and the tenant's appeal period has elapsed, a writ of possession will be filed to remove the tenant from the dwelling.

It is the policy of the Housing Authority to collect rent owed in a timely manner, while at the same time retaining the ability to show some flexibility to tenants with verifiable financial hardships.

Write-Offs

Money owed for rent or damages will be billed to the tenant within 21 days of vacating the unit. The bill will be mailed to the last known address or forwarding address if one has been provided by the tenant. A record of the amount owed is kept as long as it seems feasible to collect. The PHA will also collect debts through seizure of state and/or federal refunds or rebates (Intercept

Program). When collection is not feasible, the account is sent before the Housing Authority Board of Commissioners for approval to write-off the outstanding debt in accordance with HUD guidelines. Write-offs will be done on a quarterly basis. A record of write-offs/debts is kept indefinitely for collection at some future time. Debts may be reported to other federally subsidized agencies and credit reporting agencies.

DRAFT 2011

EXHIBIT G -- ALTERATION ADDENDUM

The Housing Authority of the County of Riverside (HA) agrees to allow Resident,
_____ to perform the following alteration to the leased premises
at _____.

1. Description of Permitted Alteration: _____

____ Resident is to have the above alteration professionally installed at Resident's expense.

____ HA Maintenance staff will purchase and install the above alteration. Resident will be billed for all costs involved and agrees to reimburse the HA as billed.

2. Disposition of the Alteration: When the above-named resident moves out, the following shall be done:

____ Resident shall remove the alteration described above at Resident's own expense. Resident is responsible for restoring the premises to the same condition it was in when Resident first moved in, except for ordinary wear and tear.

____ Resident shall leave the alteration described above in place. The alteration shall become the property of the HA without compensation to Resident.

By signing below, the HA and Resident agree that this Alteration Addendum is incorporated into and shall become a part of the original Lease or any renewal of said Lease between the HA and the Resident.

____ Resident/Date Resident/Date

____ Resident/Date Resident/Date

Housing Authority of the County of Riverside by:

____ Housing Specialist/Date

EXHIBIT H
RULES REGARDING THE INSTALLATION OF SATELLITE DISHES

Residents may install satellite dishes in their apartments. Residents living in units that can receive satellite signals who wish to install satellite dishes must adhere to the following rules:

1. Dish must be installed within the apartment or on a patio or balcony of which you have exclusive use. You may not install a satellite dish in a common area, exterior wall or on the roof, including the fascia (trim) of the building. You may not install a satellite dish outside your apartment unless you have a patio or balcony and have exclusive use of said patio or balcony.
2. Satellite dish must not be larger than one meter in diameter. You may not install any satellite dish larger than one meter (3 feet, 3 inches), measured across its widest part.
3. Dish must be securely mounted and may not extend beyond the edge of the apartment, balcony or railing. A tripod or other portable, heavy object may be used but must be anchored in a safe manner and not to interior or exterior walls, floors, ceilings, existing patio or walkway decks. Your dish must be mounted in such a manner that it cannot become dislodged. You may run a "flat" cable under a door jam in a manner that does not interfere with proper operation of the door. *If a "flat" cable is not used in the above manner then the cable line must be installed within the current cable lines that are already existing within the interior walls and the connection must be made in such a fashion that when dish is removed, it will not impair normal operation of the cable line.* You may not hang a dish out the window.
4. You may not damage or alter the unit and may not drill holes through railing, exterior walls, door jambs, windowsill, etc. or any other location where holes might impair the building's weatherproofing or there is a risk of striking electrical or water lines. Installation must not damage the apartment.
5. Dish must be professionally installed. You may not install the dish yourself. You may hire a professional to install it for you and our maintenance staff will supervise the installation. The installation and operation of your dish is at your own risk.
6. You are fully liable for any injury or damage to persons or property caused by your dish and related equipment. To ensure that you are able to pay damages in the event that your dish causes injury or damage, you must purchase and maintain liability insurance coverage for no less than \$100,000 covering any such injury or damage and list the Housing Authority as additionally insured. You must maintain the liability insurance coverage for as long as you have the dish at our community. You must provide us with proof that you have and maintain the insurance. You agree to defend, indemnify and hold us harmless from the above claims by others.
7. An Alteration Addendum must be signed prior to any installation.

I understand the above Satellite Dish policy and agree to the terms as stated above. I will not install a Satellite Dish without prior approval and a signed Alteration Addendum.

SIGNED: _____ DATE: _____

EXHIBIT I
TENANT INFORMATION AND RESPONSIBILITIES
AFFORDABLE PUBLIC HOUSING

VIOLATORS ARE SUBJECT TO THE TERMINATION OF TENANCY

Rules and Responsibilities:

1. Rent is due on the first of each month and is considered delinquent on the 2nd of the month. Rent payments received after the fifth of the month will be assessed a late charge of \$35.00.
2. **Changes** in family income and composition must be **reported in writing within 10 days** of the change. The request to add family members must be approved in advance by the Housing Authority. It must be determined if the family member is eligible to be added to the household.
3. Bonafide visitors may remain overnight or for a visit not to exceed seven **cumulative** days in a six month period. Tenants will not house individuals or families who are without housing. This creates an overcrowded condition contrary to HUD directives, and is a lease violation.
4. Tenant families are responsible for the conduct of family members and guests. Tenants and guests should not disturb, annoy, or endanger your neighbors. Tenants are liable for any damages caused, other than normal wear and tear, including but not limited to, litter clean up, broken/missing screens, broken/cracked windows, damage to the walls from hanging pictures, mirrors, etc. Jumper(s), Bounce House(s), Inflatable(s), Moonwalk(s), Water Games, Slides, Tube Dancers, etc. are prohibited. Tenants are liable for any damage or injuries caused and are subject to termination of tenancy.
5. Tenants are responsible to help keep the complex clean. This includes ensuring that your trash is placed in the dumpster (please do not send small children to dispose of trash). Families should help keep the laundry rooms clean. For safety reasons, children are not permitted in the laundry rooms without adult supervision.
6. A reasonable standard of housekeeping must be maintained. Housekeeping habits which cause a hazard to the health, safety, and/or property are cause for termination of tenancy. An annual inspection will be done to check the unit to ensure that it is decent, safe and sanitary.
7. Vehicles: Tenants are to park in assigned parking spaces only where assigned, and otherwise only in marked parking spaces. Vehicles which block driveways or entrances, unauthorized vehicles parked in assigned parking and/or inoperable or abandoned vehicles will be towed at owner's expense. Repairing or washing of vehicles is not allowed on the premises.
8. No pets are permitted without the written consent of the Housing Authority.
9. Waterbeds require prior written consent & possible increased security deposit.
10. Bikes, skates, toys, items of furniture, etc. must not be left outside of the unit. Patios are not to be used for storage with the exception of Bar-B-Que's or patio furniture. Any items left outside will be removed at the tenant's expense.
11. Stoves and refrigerators furnished by the Housing Authority are not to be removed from the unit. Excess or inoperable appliances are not to be left inside, outside, or anywhere on the property. For safety reasons, refrigerators must be used in the kitchen area provided.
12. Tenants, family members or guests are not permitted on the roofs.
13. Television and sound equipment must be utilized at a volume level that will not interfere with neighborhood peace and quiet. Tenants may not install any outside antenna or satellite dish without a signed agreement with the HA.
14. Where drapes or mini blinds are provided, tenants shall not replace with their own.
15. No washers/dryers are permitted unless the unit has the appropriate hook-ups.
16. Tenants are not allowed to change the locks under any circumstances. Replacement or repair of doors/locks must be done by our maintenance staff.

17. No signs, signals or advertisements shall be affixed to any part of the premises without written permission of the Housing Authority. Holiday decorations and lights must be fully contained inside the unit. No outside decorations/lights.
18. Occupants are not to loiter, ride bikes/skateboards, etc. in the driveways, sidewalks and parking areas. Loitering in stairways, halls and laundry rooms is prohibited. For Health and Safety reasons: Playing near or riding on drive through gates or pedestrian gates is prohibited.
19. Provide a valid phone number for the unit in order to keep the gate system updated, where one is installed.
20. Provide information for all vehicles registered to your household, including the license plate numbers, in order to maintain an active listing of vehicles authorized to be on the property and park in resident parking.
21. Egress: Residents shall not in any way block any windows or doors necessary for emergency exit. No blocking of the bedroom windows with large furniture, no installation of other appliances, such as window air conditioners and/or swamp coolers, etc.
22. Use only in a reasonable manner all electrical, water, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Excessive use of utilities will result in additional charges as per the Statement of Policies. Exterior water is for the use of Authorized HA Personnel only. Exterior water for personal use (car washing/wading pools, etc.) is prohibited; Utilities must be maintained at all times without any interruption of service. Residents who have caused disconnection of utilities due to non-payment will be subject to termination and/or eviction.

Before the application or reexamination for housing assistance can be completed, all adult members of the assisted family (see page 2 of the Lease Agreement) aged 18 years or older must read the above information, sign and date this form.

_____	_____	_____	_____
Head of Household	Date	Adult Family Member	Date
_____	_____	_____	_____
Adult Family Member	Date	Adult Family Member	Date
_____	_____	_____	_____
Adult Family Member	Date	Adult Family Member	Date

**EXHIBIT J
Live-In Aide Addendum to Lease**

STATEMENT OF LIVE-IN ATTENDANT

I understand that I am living at _____ Apt # _____
and am enjoying the benefits of the public housing program solely because of my employment with _____
_____ to provide necessary supportive services for a family member who is a person
with disabilities on a daily (24 hour) basis.
(Resident)

I agree to follow all terms in the public housing lease, as well as the rules and regulations of the public housing program. I acknowledge that it is also my responsibility to maintain the unit in a safe and sanitary manner.

I understand that I will be allowed to remain in the unit only as long as I am employed by the above named person. If, under any circumstances, I am found to be in violation of the lease agreement or house rules, my employer will terminate my services and require that I vacate the premises immediately.

I understand that if my employer moves out of public housing, is evicted, abandons the unit, or dies, I am not entitled to any benefits or continued housing and must vacate the premises immediately.

I understand that if I am ever arrested, cited or charged with violent criminal activity, drug related criminal activity or alcohol related charges, I will no longer be eligible to be a live-in attendant and must vacate the premises immediately.

I understand that if I am ever subject to a lifetime registration requirement under a State Sex Offender Registration Program, I will no longer be eligible to be a live-in attendant and must vacate the premises immediately.

Live-in Attendant

Date

Resident

Date

Resident

Date

Resident

Date

Address

Phone

Housing Authority Staff

Date

Note: Social Security card and picture I.D. must be provided.

EXHIBIT K
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
Lease Agreement

This lease is entered into this _____ day of _____, _____ between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (landlord, hereinafter called HA or owner) and _____ (hereinafter called tenant or resident), for the following dwelling unit: _____.

1. Term of Lease: The initial term of the lease must be for at least one year. The initial term begins on _____ and ends on _____. After expiration of the term, the lease will be automatically renewed for another year unless: (1) terminated by the landlord in accordance with paragraph 13 of this lease, or (2) terminated by the tenant in accordance with paragraph 14 of this lease or (3) by mutual agreement during the term of the lease.

2. Rental Rate: Tenant agrees to pay \$ _____ per month, payable in advance on or before the first day of day of each month. The first payment is \$ _____ for the period from _____ to _____. Monthly rent is delinquent if not paid by the second day of each month. On the sixth day of the month, a \$35.00 Administrative Late Fee will become due and payable within 14 days for any rent not received by the fifth of the month. Any check returned for non-sufficient funds (NSF) will be subject to a \$35.00 NSF fee in addition to the \$35.00 late fee and checks will no longer be accepted. Payments must be made payable to the Housing Authority of the County of Riverside. Payments must be paid in person or mailed to: 5555 Arlington Ave., Riverside, CA 92504 Monday through Thursday 7:30 a.m. to 5:30 p.m. Office is closed on Fridays, Saturdays, Sundays and holidays. Contact by phone can be made at (800) 655-4228. Payments must be made by check or money order. Payments received will be applied to any outstanding balance first. Tenants who accrue more than three late charges in any twelve-month period will be subject to tenancy termination.

Resident shall make all payments in full. Receipt of a payment of less than the amount due shall be deemed to be nothing more than partial payment on the tenant's account. Under no circumstances shall HA's acceptance of a partial payment constitute accord and satisfaction. Nor will the HA's acceptance of a partial payment forfeit the HA's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on the check or money order.

Choice of Rent: The amount payable monthly by the family as rent to the HA will be based on the family's choice of rent options as described here. Family may only request to have the choice of rent switched once per year. Family may only choose to switch to Flat Rent at their annual re-examination.

- (a) **Flat rent.** A flat rent is the amount of tenant rent as determined by the HA to be the market value of the unit. The flat rent amount is subject to change annually in accordance with the Statement of Policies. Under this choice, there will be no rent adjustments unless, due to financial hardship the family chooses to be switched to Income-based rent.
- (b) **Income-based rent.** An income-based rent is the amount of tenant rent as determined by the HA based on family income. There is an established minimum rent of \$50.00 less the utility allowance. Under this choice the monthly rental rate may be adjusted after the tenant's annual reexamination of eligibility, when the tenant's family composition or income changes, or verification of income causing a change in rent. The tenant may ask for an explanation of the specific grounds of an adjustment and shall have the right to request a hearing under the grievance policy as outlined in paragraph 15 of this Lease Agreement.

3. Utilities and Appliances: The HA will supply water, trash and sewer (except for El Dorado Garden Apts. where tenant pays the City of Riverside sewer with electricity). The HA shall also supply a stove and window coverings. Tenant shall pay all other utilities and supply a refrigerator. Utilities must be maintained at all times without any interruption of service. Residents who have caused disconnection of utilities due to non-payment will be subject to termination and/or eviction.

4. Authorized Occupants: The following are the only Authorized Occupants of the unit:

Name	Date of Birth	Name	Date of Birth

Occupancy by guests staying more than 7 cumulative days in any six month period without the written consent of the HA shall be considered a lease violation.

Resident must notify the HA of the birth, adoption or court-awarded custody of a child, and must request HA approval to add any other person as an occupant.

If the head of the household signer ceases to be a member of the household, the Lease will be voided and a new Dwelling Lease Agreement will be executed and signed by the new Head of the Household, provided the family is eligible for continued occupancy.

- (a) Foster Children/ Live in Aide: With the consent of the HA, a foster child or Live in Aide may reside in the unit. The HA will not approve the addition of foster children if it will cause overcrowding according to HUD occupancy standards. A live-in aide, foster child or foster adult is not a family member and is not eligible for continued assistance or occupancy as a remaining member. Upon incapacitation or death of Head of Household, a live-in aide, foster child or foster adult must immediately vacate the unit. In determining whether to grant approval for a live in aide, the HA will consider the size of the unit, the family size and the HA's obligation to provide reasonable accommodation for disabled/handicapped persons.
- (b) Transfers: When it is found that the size of the dwelling is no longer suitable for the family in accordance with the HA's occupancy standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. If a tenant transfers to a different housing unit operated by the HA, the existing Lease Agreement will terminate, a new Lease Agreement will be executed for the new dwelling unit, and the appropriate Security deposit will be paid at the time of the transfer. Any unused security deposit from the old unit will be dispersed according to the guidelines stated under Section 5 of this Agreement. The Housing Authority allows 48 hours for the tenant to turn in the keys and release possession of the old unit to the Housing Authority or the Resident Services Assistant from the date the lease is signed or keys received for the new unit. Paragraph 8 (q) of the lease agreement states that the tenant shall "Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease." Tenant must pay rent until the keys are turned in for the old unit. If the tenant does not turn in the keys or release possession of the old unit within 48 hours, the tenant is responsible to pay the daily Market Rate based on the Flat Rent Amount of the old unit based on size and bedroom size of old unit. The tenant cannot receive subsidy for two units and because the lease was signed and the tenant issued keys for the new unit, the new unit is subsidized as of the date the lease was signed or keys received.
- (c) If the unit is a designated handicapped unit the following shall apply: Non-handicapped residents living in a designated handicapped unit will be required to move (at their own expense) when there is a handicapped family who requires the unit. A \$50.00 rent credit will be given the month they move to assist with the costs of transferring units.

5. Security Deposit \$ _____ (an amount equal to Tenant Rent or \$260, whichever is greater plus an addition to the security deposit of any pet deposit). (Please note: The amount of the required security deposit is less than required by state law. Based on the unit flat rent amount, the security deposit must not exceed two times the rent for an unfurnished apartment or three times the rent for a furnished apartment).

When a family moves out of the leased unit, the HA, subject to state and local law, may use the Security Deposit as reimbursement for any unpaid rent, damages to the unit, costs to clean the unit, costs to repair or replace personal property or other amounts that the Tenant owes under the law and in accordance with the Lease Agreement. The HA must give the Tenant a list of all items charged against the security deposit and the amount of each item within twenty-one (21) days of the vacancy. The Tenant is liable for any costs beyond the Security Deposit amount. Upon one or more household members vacating the unit (but not all household members) the full security deposit will be forfeited by the vacating members and will remain on file with the PHA until such a time that all household members vacate the unit. At that time the Security Deposit will be accounted for in accordance with state law as stated above.

6. Pets: There will be no pets allowed except with the prior written approval of the HA and a signed Pet Addendum. An addition to the security deposit, as well as a monthly pet charge of \$10.00 will be required. Tenants are prohibited from feeding stray animals. Feeding of strays shall constitute having a pet without permission from the HA. (Refer to Pet Policy/Agreement/Addendum for restrictions, rules and requirements related to pets)

7. HOUSING AUTHORITY'S OBLIGATIONS. The HA shall:

- (a) Maintain the premises and the project in decent, safe and sanitary condition;
- (b) Comply with requirements of applicable building codes, housing codes and Federal directives materially affecting health and safety;
- (c) Make necessary repairs to the premises;
- (d) Keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- (e) Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, supplied or required to be supplied by the HA;
- (f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the tenant in accordance with paragraph 8(h);
- (g) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;
- (h) Provide to the Tenant reasonable notice of what information and/or documentation must be supplied to the HA, and of the time by which any such item must be supplied;
- (i) In the event of damage to the premises which creates a condition hazardous to the life, health, or safety of the occupants, the HA is responsible to repair the damage within a reasonable time. If the damage was caused by a tenant, members of the tenant's family or guests, the reasonable cost of the repairs shall be charged to the tenant. If necessary repairs cannot be made to the damaged dwelling within a reasonable time, the HA shall offer standard alternative accommodations to the tenant, if available. The rent for the damaged dwelling unit shall be abated in proportion to the seriousness of the damage and loss of value as a dwelling in the event repairs are not made or alternative accommodations are not provided, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests;
- (j) Afford elements of due process as defined in Conventional/ Public Housing regulations for all eviction actions or terminations of tenancy;
- (k) Notify the tenant of the specific grounds for any proposed adverse action by the HA. (Such adverse action by the HA includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

8. Tenant Obligations: The tenant shall:

- (a) Not assign the lease or sublease the premises;
- (b) Not provide accommodations for boarders or lodgers;
- (c) Not make any alteration, repair or decoration to the premises without prior written consent of the HA. Resident shall not publicly display any sign or exhibit on the premises without the prior written consent of the HA. Any alterations not approved are subject to charges as specified in our Statement of Policies and subject to removal at the tenant's expense;
- (d) Use the premises solely as a private dwelling and primary residence for the tenant and the tenant's household as identified in number 4 (Authorized Occupants) of this lease, and not use or permit its use for any other purpose;
- (e) Abide by necessary and reasonable regulations promulgated by The HA for the benefit and well-being of the housing project and the tenants which are posted in the project office and incorporated by reference in this lease;
- (f) Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (g) Keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and sanitary condition;
- (h) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- (i) Use only in a reasonable manner all electrical, water, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Excessive use of utilities may result in additional charges as per the Statement of Policies. Exterior water is for the use of Authorized HA Personnel only. Exterior water for personal use (car washing/wading pools) is prohibited;
- (j) Refrain from, and cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (k) Promptly pay the HA, within 14 days, for any and all assessed charges such as late fees, carport charges, and maintenance charges for (or related to) the repair of damages to the premises (other than for normal wear and tear), project buildings, facilities or common areas caused by the tenant, his household or guests. Maintenance charges shall be assessed in accordance with Exhibit C of the Statement of Policies;
- (l) Conduct himself and cause household members or guests to act, in a manner which will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (m) Assure that they, any member of the household, guest or another person under the tenant's control shall not engage in any illegal or other activity that may interfere with the health, safety or right of other's peaceful enjoyment of the property which impairs the physical or social environment of the project, including sale or use of drugs or illegal narcotics or abuse or pattern of abuse of alcohol on or off the premises;
- (n) Not have more than two vehicles parked on the property. Vehicles must be currently registered, in operable condition, and be parked only in marked assigned parking spaces;
- (o) Comply with HA reexamination process by providing true and complete information, and notify the HA in writing of any change in family income or composition within 10 days of the change in order for the HA to make annual or interim determination with respect to rent, eligibility and the appropriateness of the dwelling size. The family must promptly (within 10 days) inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval in advance to add any other family member or other person as an occupant of the unit. If changes in the household composition indicate that a smaller or larger dwelling unit is justified, the tenant agrees to transfer to a more suitable unit in order to comply with this requirement;
- (p) Shall immediately notify the HA in the event of damage to the premises which creates a hazardous condition. If the damage was caused by a tenant, members of the tenant's family or guests, the reasonable cost of the repairs shall be charged to the tenant in accordance with Exhibit C of the Statement of Policies. The tenant must move from the dwelling unit if it is determined that continued occupancy of the unit poses a threat to the health or safety of the residents;
- (q) Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease;
- (r) Certify that neither he, nor other members of the household have committed any fraud in connection with any Federal housing assisted program, unless such fraud was fully disclosed to the HA before execution of the lease;

- (s) In those dwelling units which include a garden area to which the tenant, his household and guests have exclusive use, the tenant is required to perform normal maintenance such as litter removal, mowing, and watering necessary to maintaining the area of the patio, flower beds, and grounds in the immediate area around the unit;
- (t) Not harass, strike, threaten or cause any physical violence against any employee of the HA or their property. The tenant shall not permit any person or persons who are on the premises with his consent to strike, threaten or cause any physical violence against any employee of the HA or their property;
- (u) Upon proper notice by the HA, the tenant shall prepare the unit as instructed and permit entry for the purpose of extermination services provided by licensed technicians;
- (v) May not engage in legal profit making activities in the unit without prior written permission from the HA and only if the HA determines that such activities are incidental to primary use of the leased unit for residence by members of the household;
- (w) Permission to install a satellite dish must be obtained from the HA prior to installation. A signed satellite agreement, proper installation, and proof of liability insurance are required.
- (x) Abide by the terms of the Statement of Drug and Crime-Free Housing.
- (y) Abide by the terms of the No-Trespassing Clause.
- (z) Abide by all other terms of this lease and applicable law.
- (aa) Residents shall not in any way block any windows or doors necessary for emergency exit.

9. Self-Sufficiency Activities: (a) *Service requirement.* Except for any family member who is an exempt individual, each adult resident (18 years of age and older) of public housing must: (1) Contribute 8 hours per month of community service or (2) Participate in an economic self-sufficiency program for 8 hours per month; or (3) Perform 8 hours per month of combined activities as described in paragraphs (a)(1) and (a)(2) of this section. Community Services is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities; *Exempt individual.* An adult who: (1) Is 62 years or older; (2) Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart; or (ii) Is a primary caretaker of such individual; (3) Is engaged in work activities; (4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or (5) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the Public Housing Agency (PHA) is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Verification of the above must be presented to the HA at the time of eligibility re-examination. The HA has written materials available describing the service requirement, the process for determining which family members are subject to or exempt from the service requirement, the process for determining any changes to exempt or non-exempt status of family members and the process for claiming status as an exempt person. The qualified community service activities or economic self-sufficiency programs may be determined by the HA.

In implementing the service requirement under 960 Subpart F, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

(b) *Family violation of service requirement.* The lease shall not be renewed if a family member fails to comply with the service requirement. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term.

10. Pre-Occupancy and Move Out Inspections: The HA and the tenant or his representative shall simultaneously inspect the premises prior to commencement of occupancy by the tenant. The HA will furnish the tenant with a written statement of the conditions of the premises, the dwelling unit and the appliances provided with

the unit. The statement shall be signed by the HA and the tenant, and a copy of the statement shall be retained by the HA in the tenant's file. Upon receipt of written notification of either party's intention to terminate the tenancy (except due to failure to pay rent), the tenant has the legal right to request an initial inspection of the rental unit within 14 days before the termination or the end of the lease date and be present during the inspection. The purpose of the inspection is to allow the tenant the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Tenant must contact the Landlord to request an initial inspection. The HA shall be further obligated to inspect the unit at the time tenant moves out of the unit. The tenant may make arrangements to participate in the move-out inspection unless the tenant vacates without notice to the HA.

11. Entry of Premises During Tenancy: The tenant agrees to permit the HA to enter the premises during the tenant's possession thereof under the following conditions:

- (a) The HA shall, upon at least a 48 hour written notice to the tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, maintenance, repairs or improvements, or to show the premises for re-leasing.
- (b) Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless: (1) Entry is due to an emergency, surrender or abandonment of the unit; (2) Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement; (3) Resident is present and consents to an entry at the time of entry; (4) To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notices that the property is for sale and that Resident may be contacted to allow for an inspection. In the event that the tenant and all adult members of the household are absent from the premises at the time of entry, the HA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

12. Notice Procedures: In giving notice one party to the other party the following procedure is required:

- (a) Notice to the tenant shall be in writing and delivered to the tenant or to any adult member of the tenant's household residing in the unit or sent by prepaid first class mail properly addressed to the tenant; and
- (b) Notice to the HA shall be in writing, delivered to the HA office or sent by prepaid first-class mail properly addressed.

13. Termination of Tenancy and Eviction: The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- c) Discovery after admission of facts that made the tenant ineligible.
- d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- g) Failure of a family member to comply with the community service requirement.

14. Lease Termination Notice: The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
 - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
 - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or

- (3) If any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

15. Violence Against Women Act (VAWA) Lease Provisions: If a member of the tenant's household, or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

One or more incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease revision prohibits the HA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, or stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the HA or substantially similar thereto, that they are a victim of domestic violence, dating violence, or stalking, and that the incident or incidents which are the subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the HA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the HA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the HA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The HA may bifurcate (split/divide) the lease under, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The HA may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the HA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from HA property to come onto HA property, including but not limited to the victim's apartment and any other are under their control, is subject to eviction.

The HA may terminate the tenancy of any tenant if the HA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the HA if that tenant's tenancy is not terminated; and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

16. Grievance Procedures: Disputes concerning the obligations of the tenant or the HA shall be resolved in accordance with the HA grievance procedures which are incorporated in the operation policy of the HA. The HA is

not required to award a grievance hearing to a tenant if a termination of tenancy or eviction notice has been served to the tenant for:

- (a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the HA.
- (b) any violent or drug related criminal activity on or off such premises. any criminal activity that resulted in felony conviction of a household member.
- (c) the grievance procedure shall not be applicable to disputes between tenants not involving the HA or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the HA's Board of Commissioners.
- (d) Non-payment of rent.

17. Provisions for Modifications: If at any time during the life of the Lease Agreement any other change in the tenant's status results in the need to change or amend any provision of this Lease, or if the HA desires to waive any provision with respect to the tenant,

- (a) The existing Lease will be canceled and a new Lease executed, or
- (b) An appropriate Rider (amendment) will be prepared and executed and made a part of the existing lease.

18. Abandonment: The tenant shall not vacate the premises prior to the expiration or termination of this agreement. If the tenant abandons the unit, the HA shall have the right of re-entry pursuant to the laws of the State of California.

19. Legal Fees: In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees up to a maximum of \$500.00 & costs in addition to all other relief.

20. Smoke Detectors: The premises are equipped with at least one smoke detector(s). The tenant acknowledges that its operation was explained by the HA at the time of initial occupancy. The tenant further acknowledges and agrees to inspect and test each detector monthly, to replace the batteries as needed and to notify the HA, in writing of any defect or malfunction promptly. The tenant will not remove or dismantle or otherwise render the smoke detector(s) inoperable. *Initial* _____ *Initial* _____ *Initial* _____ *Initial* _____

21. Liquid furniture: No liquid furniture of any kind is allowed on the premises without the prior written consent of the HA. If permission is granted, a waterbed agreement and an addition to the security deposit will be required in the amount of one-half the unit flat monthly rental rate.

22. Hold Harmless Waiver: No insurance is provided by the HA for the tenant's personal property. The tenant agrees to indemnify and hold the HA harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by the tenant or any other person on the premises with the tenant's consent except as may be caused by the negligence, violation of law, or intentional wrongful action of the HA. It is recommended that tenants maintain renter's insurance.

23. California Compliance Statement: Proposition 65 does not apply to any city, county, district, state or federal government or agency. The HA is a Federal Agency. The following warning statement is provided for informational purposes. WARNING: This Property Contains Chemicals Known To The State Of California To Cause Cancer and Birth Defects Or Other Reproductive Harm. Proposition 65 requires all California businesses to disclose that the premises may contain asbestos, a chemical known to the State of California to cause cancer, and other chemicals including but not limited to tobacco smoke, exhaust, lead, carbon monoxide and gasoline components known to the State of California to cause cancer and/or birth defects and other reproductive harm. These hazardous substances may be contained in some of the original building materials, in some of the products and materials used to maintain the property or present in the common areas of the property. A list of chemicals listed under proposition 65 is available from the Office of Environmental Health's website:

www.oehha.org/prop65/prop65_list/newlist.html or in the project office. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances. Residents or their guest, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceiling in the premises

or any part thereof. Any alteration must be with prior written consent of owner. Resident agrees to notify Owner/Agent immediately if there is any damage to the ceiling.

24. Water Intrusion/Mold Information: Resident is hereby notified that the premises are subject to the infestation of mold or mildew if not properly maintained by Resident. When moldy materials are damaged or disturbed, mold organisms and associated products are released into the air; and some molds produce toxic chemicals, which may contaminate Premises' air space. Exposure to spores can occur through inhalation or direct contact. Resident acknowledges that routine visual inspections for mold growth or signs of water damage and wetness as well as locating sources of mold odors by smell, are the most reliable method for identifying the presence of mold or mildew and should be addressed immediately. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to hold Owner harmless from any and all damages incurred by Resident as a result of Resident's failure to properly maintain the premises or timely inform Owner of maintenance requirements. Resident acknowledges and agrees as follows:

Resident agrees to immediately report any water intrusion, such as plumbing leaks, drips, or "sweating" pipes. Resident agrees to allow Owner/Agent to enter the dwelling unit to inspect and make necessary repairs in the sole discretion of Owner/Agent. Resident agrees to vacate the dwelling unit should the same be necessary to make repairs. Resident agrees to use the bathroom fans and/or open a bathroom window while showering or bathing. Resident agrees to use exhaust fans whenever cooking, dishwashing or cleaning. Resident agrees to use reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the dwelling unit. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 hours to 48 hours). Resident agrees to report any problem with the air conditioner or heating systems that are discovered by the Resident. Resident agrees not to bring any personal property into the Premises that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows.

25. Satellite Dishes: Permission to install a satellite dish must be obtained from the HA prior to installation. A signed satellite agreement, proper installation, and proof of liability insurance are required. Owner will permit Resident to install a satellite dish for personal, private use on the premises under the following conditions:

- (a) The satellite dish must be one meter or less in diameter.
- (b) The satellite dish may only be installed on the inside of the dwelling unit, balcony, patio or terrace that is under the exclusive use of the Resident. Resident acknowledges that some dwelling units do not have an exclusive use patio. Patios that open to a common area are not exclusive use patios. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing.
- (c) Resident is specifically prohibited from making physical modifications to the premises and is prohibited from installing said satellite dish in the common areas of the premises, including by not limited to, outside walls, roofs, door jambs, fascia (trim), window sills of the building or any other location that might impair the building's weatherproofing or there is a risk of striking electrical or water lines. Resident shall not install said satellite dish in a manner which alters the unit or causes physical or structural damage to the premises, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls.
- (d) Resident shall hire a professional to install, maintain and remove said satellite dish at the Resident's expense and the owner's maintenance staff will supervise the installation. Satellite dish must be securely mounted. A tripod or other portable, heavy object may be used but must be anchored in a safe manner and not to interior or exterior walls, floors, ceilings, existing patio or walkway decks. Satellite dish must be mounted in such a manner that it cannot become dislodged. A "flat" cable may be used under a door jam in a manner that does not interfere with proper operation of the door. *If a "flat" cable is not used in the above manner then the cable line must be installed within the current cable lines that already exist within the interior walls and the connection must be made in such a fashion that when dish is removed, it will not impair normal operation of the cable line.* Resident may not hang a dish out the window.
- (e) The installation and operation of said satellite dish is at the Resident's own risk. Resident shall be liable for any damage or injury to persons or property sustained as a result of the negligent installation, maintenance and removal of said satellite dish and related equipment.
- (f) Resident shall indemnify, defend and hold Owner/Agent harmless for any damage or injury resulting from said negligence, including paying Owner/Agent's attorney's fees and costs.

- (g) Resident shall obtain and all times retain an active liability insurance policy for said satellite dish with a minimum of \$100,000 coverage and cause Owner/Agent to become an "additional insured" under said policy. Resident shall provide proof of said insurance to the satisfaction of Owner/Agent before said satellite dish is installed.
- (h) An alteration addendum must be signed prior to any installation.
- (i) Resident is advised that allowable locations may not provide an optimal signal, or any signal. The HA does not warrant that the apartment will provide a suitable location for receiving a satellite signal.

26. Fair Housing/Civil Rights Commitment: Every individual has the right to live in an environment free from discrimination. Owner is an Equal Housing Opportunity Provider strictly complying with all federal and state fair housing laws. Resident acknowledges that the complex has a zero tolerance policy for discriminatory conduct, comments or other behaviors. Resident and household members agree to at all times conduct themselves and their guests in compliance with fair housing laws. Any violation may lead to termination of tenancy.

27. Registered Sex Offenders Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

28. Credit Reporting: As required by law, Resident is notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this lease by failing to pay sums due in accord with this Lease. If Resident fails to honor all obligations to the HA, Resident authorizes the HA and the HA's agents permission to run credit reports on Resident for debt collection purposes, at any time during or after tenancy, until the debt has been paid in full.

29. Statement of Drug and Crime Free Housing:

- (a) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in violent criminal activity, including drug-related criminal activity, on or off the property's premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802).
- (b) Tenant, any member of tenant's household, or a guest or other person under tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, sexual offenses which endanger the safety of other residents or the social climate of the project, or illegal defacement of property with graffiti, on or off public or private property and premises.
- (c) Tenant or members of the household will not permit the dwelling unit to be used for or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (d) Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off project premises or otherwise.
- (e) Tenant, or any member of the tenant's household, or a guest or other person under tenant's control shall not engage in the abuse or pattern of abuse of alcohol in a way that the HA determines may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- (f) Tenant or members of the household, or a guest or other person under tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, threatening and/or brandishing of weapons likely to cause serious bodily injury, or acts likely to provoke an act of violence on or off property premises.
- (g) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions

of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction, but may exist by a preponderance of the evidence.

30. No Trespassing Clause: The Housing Authority shall maintain a No Trespassing Policy to protect the peaceful enjoyment of residents living in Affordable Public Housing communities. In keeping with the Zero Tolerance Policy and the Drug and Crime Free Multi Housing Program, those people who are involved in criminal activity and/or those people who have been evicted from Public Housing, shall not be permitted on the grounds. Residents who allow such persons access to the community shall be given one warning. Residents who continue to violate the No Trespassing policy shall be violating the lease and may be considered for termination of the Lease Agreement.

The tenant(s) certifies by signature below that the lease has been read and that he/she understands this lease and that all information and/or documentation submitted by the tenant and other members of the household is complete and true to the best of his/her knowledge and belief. It is further understood that all occupants 18 years or older are jointly and severally responsible for the condition of the unit and any related charges, including but not limited to rent charges.

This Lease, the "Exhibit A - Move In and Move Out," "Rules and Responsibilities," "Eligibility Questionnaire(s)," "Alteration Addendum(s)," and "Pet Addendum" if applicable, constitute the entire agreement between the HA and the tenant.

Tenant understands that lease term paragraph 1 above contains an automatic renewal provision.

Tenant _____ Date _____
Tenant _____ Date _____
Tenant _____ Date _____
Tenant _____ Date _____
Tenant _____ Date _____

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

BY _____ Date _____

DRAFT

**EXHIBIT L
ZERO TOLERANCE POLICY**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
AMENDED POLICY ON ZERO TOLERANCE
OF CRIMINAL ACTIVITY**

July 1, 2011

PURPOSE

To establish a Housing Authority (HA) policy for zero tolerance of fraud, violent, gang-related, and drug-related criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority. The PHA may terminate assistance for criminal activity by a household member as authorized in this section if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity [24 CFR 982.553 (c); 24 CFR 966.4]. Criminal activity as listed above, misdemeanor and felony the same, will hereinafter be called "prohibited criminal activity." "Minor traffic offenses" may include offenses such as parking violations, registration violations or failure to provide proof of insurance. Traffic offenses that include illegal use of controlled substances or alcohol related violations of traffic laws are not considered minor. Two or more alcohol related criminal actions within the last five year period constitute an abuse of alcohol. All persons receiving rental assistance, regardless of age, will be held to the same standard. Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission to any federally assisted housing program. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Exceptions in this policy do not apply to registered sex offenders or any person who was convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing. The Violence Against Women Act (VAWA) prohibits the eviction of, and removal of assistance from, victims living in public or Section 8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

BACKGROUND

The primary mission of the Housing Authority is to assist low and moderate income families, including elderly and disabled persons, by operating programs which provide them decent, safe and sanitary housing at affordable costs. The programs currently administered by the Housing Authority include the following: Section 8 Housing Choice Voucher, Affordable Public Housing, MOD Rehab, Project-based, Family Unification, Emergency Response, Housing Opportunities for Persons with Aids (HOPWA), Shelter Plus Care and Mainstream Vouchers.

POLICY

It is the policy of the Housing Authority of the County of Riverside that:

Prohibited criminal activity will not be tolerated. The Housing Authority will foster crime-free housing by implementing aggressive strategies which will reflect a zero tolerance of prohibited criminal activity by:

The Housing Authority may deny assistance to any household containing a member that has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants. {24 Code of Federal Regulations (CFR) 960.202a(2)iii & 203c}.

1. Denying or terminating rental assistance to all households containing a member that has engaged in prohibited criminal activity, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last five and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last three years for any action related to any prohibited criminal activity; **and**
 - c. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;

2. Denying or terminating tenancy, in any Housing Authority owned rental unit, to any household containing a member that has engaged in prohibited criminal activity, and who has a history or pattern of criminal activity which would adversely affect the health, safety, or welfare of other tenants, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last five years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last five years for any action related to any prohibited criminal activity; **and**
 - c. Would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live; whose expected behavior would not have an adverse influence upon sound family and community life; who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Housing Authority or the immediate vicinity; **and**
 - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;

3. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking, provided that the victim member demonstrates the following:
 - a. The perpetrator of the domestic violence no longer resides in the assisted unit.
 - b. Applicant/tenant requesting exception based on 3 above shall complete HUD form 50066 within 14 business days after the HA has requested such certification in writing.

- c. If the applicant/tenant does not provide the certification within 14 business days after the HA has requested such certification in writing, assistance may be terminated.
4. Alerting all rental assistance program participants and tenants residing in Housing Authority owned housing about their obligation to keep rental units free from prohibited criminal activity.
5. Incorporating the HUD required Tenancy Addendum which includes grounds for termination of tenancy due to criminal activity into all rental leases used by the Housing Authority and requiring the use of said Tenancy Addendum for all private rental property owners in the county.
6. Conducting workshops for rental property owners and managers to stress the importance of screening potential tenants, inspecting the premises of rental property, and taking action against tenants engaged in criminal activity, fraud, or side payments.
7. Seeking a collaborative relationship with all law enforcement agencies within the County of Riverside and the Office of Inspector General to assist in the enforcement of this Amended Policy on Zero Tolerance Policy of Criminal Activity.
8. Screening all housing program applicants and participants through the Consolidated Courts of the County of Riverside online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, any and all available Sex Offender registries, and any other available sources to disclose any criminal background information. Screening all housing program applicants and participants including but not limited to the Riverside Superior Court online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, National Credit Reporting (or any like service) any and all available Sex Offender registries, and any other available sources (i.e. police reports, court records, information that is independently verifiable, law enforcement investigations and arrest warrants) to disclose any criminal background information.
9. Providing the Riverside County Sheriff Department with requested incident reports from Public Housing properties, to be used by the Crime Analysis unit in identifying crime patterns, series, and other potential problems.

EXHIBIT M CODE OF CONDUCT

The Housing Authority of the County of Riverside strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards, the following policies have been established:

PROHIBITED ACTIVITIES:

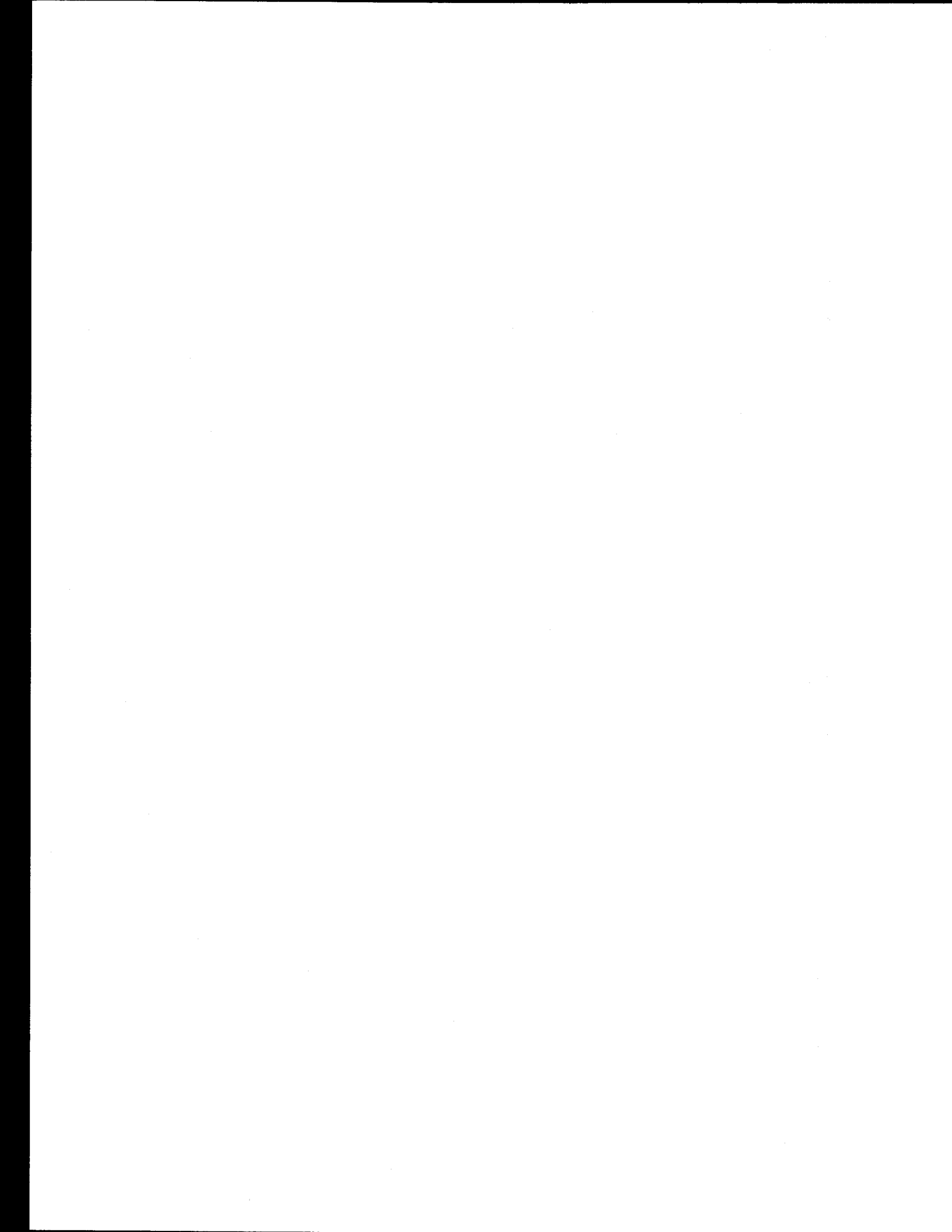
1. Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority.
2. Prohibited activities shall include but not be limited to:
 - a. Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
 - b. Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
 - c. Any act wherein time demands would render performance of his or her duties as an officer or employee less efficient and productive.
 - d. Embezzlement and falsification of accounts as defined in the California Penal Code.

CONFLICT OF INTEREST POLICY

1. To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:
 - A. No employee shall enter into any agreement, written or unwritten, without prior approval from the Assistant Executive Director or his designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
 - B. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or perceived, would be involved. Such conflict would arise when a financial or other interest in the execution of a contract or in Housing Authority program participation is held by:
 - (1) An employee, officer, or agent involved in making the award;
 - (2) The relative of such a person (including, but not limited to, spouse/co-head or domestic partner or significant other, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
 - (3) The business partner of such a person; or someone with an interest in,
 - (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

THE CONSEQUENCES OF RULE VIOLATIONS:

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the Agency's personnel policies on Discipline, Dismissal, and Review.





**ADMINISTRATIVE PLAN
FOR THE HOMEOWNERSHIP PROGRAM**

**Housing Authority of the
County of Riverside**

DRAFT

2011

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GENERAL PROVISIONS

The Public Housing Reform Act of 1998 includes language that allows the United States Department of Housing and Urban Development (HUD) to assist Section 8 Housing Choice Voucher Program (HCVP) recipients to purchase a home. HUD published the Section 8 Homeownership Program Final Rule that implemented this option under Section 8(y) of the U.S. Housing Act of 1937 that authorized a public housing agency (PHA) to provide tenant-based assistance for an eligible family that purchases a home. The rule became effective on October 12, 2000. CFR 982.625(c)(1)(i) enables the Housing Authority to provide monthly homeownership assistance payments to eligible families.

The Housing Choice Voucher (HCV) Homeownership Program (HP) allows qualified participants the option to purchase a home and use the HCV Housing Assistance Payment (HAP) towards mortgage payments and other allowable housing costs.

The purpose of the Homeownership Program Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and participation in the program. The HACR is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

The HACR's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access the housing program. Persons requiring special accommodations due to a disability must notify the HACR, in writing, of their needs. The reasonable accommodation request will be verified via a Licensed Professional and then reviewed by the HACR. The HACR will provide written notification of either the approval or denial of the reasonable accommodation request. In matters where the HACR has discretion, waivers to existing policy shall be determined by the Executive Director or designee.

A. FAMILY ELIGIBILITY REQUIREMENTS

The HCV Homeownership Program (HP) of the Housing Authority of the County of Riverside (HACR) is available to qualified Housing Choice Voucher participants. Participation in the Homeownership Program is voluntary. Applicants must meet the following criteria to be considered for the HACR HP.

1. First-Time Homeowner

An eligible Section 8 HCVP family must be considered a first-time home buyer. A first-time home buyer means that no member of the household has had any interest or ownership in any residence during the three years before applying for homeownership assistance or at the commencement of participation in the homeownership program. The purchaser must sign a sworn application attesting that they have not owned a home or have been included on a home loan. In addition, the last three years tax returns will be reviewed to ascertain that no mortgage interest or real estate tax deductions have been claimed.

Single parents or displaced homemakers who owned a home while married or resided in a home owned by a spouse also qualify as first-time homebuyers provided that three years have passed since homeownership ended.

2. Minimum Income Requirements

Calculation of income-eligibility for the purpose of admission to the HCV Homeownership Program will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan.

The head of household, spouse and/or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than 50% of the Area Median Income (AMI) adjusted for the family size.

A family whose income does not meet the 50% AMI requirement, but does meet all other HP requirements, may request admission provided the family can demonstrate that the annual income is not less than the HUD minimum requirement established below:

- a. In the case of a disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or
- b. In the case of other families, the Federal minimum wage multiplied by 2,000.

In addition, a family that meets the applicable HUD minimum income requirement described above, but not the HACR minimum income limit of 50% AMI, shall be considered to satisfy the minimum income requirement only if:

- a. The family demonstrates that it has been pre-qualified or pre-approved for

financing;

- b. The pre-qualified or pre-approved financing meets any HACR established requirements under 982.632 for financing the purchase of the home (including qualifications of lenders and terms of financing); and
- c. The pre-qualified or pre-approved financing amount is sufficient to purchase housing that meets HQS in the HACR's jurisdiction.

Welfare assistance may not be included in the minimum gross annual income above, except for elderly or disabled families. Welfare assistance includes payments from Cal Works/TANF (Cash Aid for needy families), Supplementary Security Income (SSI) that is subject to an income eligibility test, food stamps, general assistance (GA); or other welfare assistance as specified by HUD.

3. Minimum Employment Requirements

One or more adult members of the household that will hold title to the home must be currently employed and working not less than an average of 30 hours per week and has been so continuously employed for one year prior to execution of the sales agreement.

Once escrow has closed, employment by the adult member of the household that holds title to the home must continue at least 30 hours per week. Should an event arise that the homeowner loses employment a 90-day grace period will be granted for them to regain fulltime employment.

Employment requirements do not apply to elderly or disabled families that otherwise qualify for HP. A family with a member with disabilities may request an exemption from the work requirements if needed as a reasonable accommodation for the disabled family member. HACR and HUD minimum income requirements still apply.

The HACR's Executive Director and/or designee may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director and/or designee may also consider successive employment during the one-year period and self-employment in a business.

The family must still meet the overall minimum income requirements outlined in Section 2.

4. Minimum Down Payment Requirements

- a. The family must demonstrate the ability to provide a minimum of three percent (3%) down payment on the home.
- b. At least one percent (1%) of the **down payment** must come from the family's personal resources. CFR 982.625(g)(1)
- c. FSS participants may use FSS escrows towards this requirement. Families with an Individual Development Account (IDA) may also count these funds towards the minimum down payment.

5. Other Program Requirements

- a. The family must have completed an initial HCV lease term and completed the family's first annual recertification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.
- b. The family must verify that no family member has previously defaulted on a mortgage loan assisted under the HCV HP.
- c. All families will be required to complete a series of 15 workshops through Community Action IDA Program and provide verification of workshop completion. Working families will be required to complete the application process to gain entry into the IDA Program so they may earn a 2:1 match of savings. Workshops may include the following:
 - First Time Home Buyers Information
 - Lenders Language and Procedures
 - Home Safety: Fire and Earthquake
 - Selecting a Realtor and the Right Home
 - Basic Repair & Maintenance
 - Budgeting
 - Balancing Your Checkbook
 - Understanding Credit & Credit Cards
 - Credit Repair
 - Debt Management
 - Financial Planning
 - Borrowing Basics (basic concepts of loans)
- d. The head of household and any adult member that will hold title to the home must successfully complete a HUD approved 8 hour homeownership and housing counseling program. At a minimum, the counseling will cover the following:
 - Home Maintenance
 - Budgeting and money management
 - Credit Counseling
 - Financing
 - Locating a home
 - Fair housing, predatory lending
 - Truth in lending, RESPA
- e. Family members may not owe any debt to the HACR or other Housing Authority. EIV will be run to determine if the family has/had owed any debts to any Housing Authority. If it is found that the family owes money to any Housing Authority, they will be disqualified from utilizing this program.
- f. The family must maintain good tenant standing with its landlord and the HACR. The family must provide a letter from their landlord when entering this program. The letter must certify that the family has paid rent on time for the past 12 months, is current with rent and has kept the rental unit in good repair (ie: no damage beyond normal wear and tear).

- g. The designated Head of Household must actively participate in the Family Self-Sufficiency (FSS) program with homeownership as one of the established goals.
- h. The family must also:
- Comply with HUD Family Obligations under the HCV Program. If the HA has mailed out one or more pre-termination appointments within the past 3 years for either failing to provide and/or other program violations, the family will be disqualified from utilizing the homeownership program until such time that this requirement is met;
 - Adhere to the requirements of their lease agreement;
 - Not have outstanding debts to the landlord or to any utility company;
 - Report all Household Income;
 - Pass the most recent Housing Quality Standards (HQS) inspection with no tenant-caused failure items.

B. Eligible Units

HCV Homeownership assistance may be used to purchase units within the jurisdiction of the HACR that are under construction or already existing at the time the family is approved for homeownership. The family unit size will be determined as it is for the Housing Choice Voucher rental program.

1. Unit types

- a. One unit property (single family residence).
- b. A single dwelling unit in a cooperative, condominium or planned use development.
- c. A manufactured home with a permanent foundation, if the family has the right to occupy the same site for a period of at least forty (40) years.
- d. The unit must be seller occupied or vacant for at least ninety (90) days; an exception is where the tenants are purchasing the unit in which they have been residing.
- e. The unit must pass HQS.

Depending on the unit size selected by the family, the HACR may approve the purchase of a unit up to one bedroom size larger than the authorized payment standard the family qualifies for and the unit must be deemed affordable (the family's portion cannot be higher than 50% of gross income).

2. HCV Housing Quality Standards

The unit must be inspected by the HACR and satisfy the Housing Quality Standards (HQS) for the HCV Program before HP assistance can begin. The HQS inspection will be completed prior to the independent inspection to prevent the family from the added expense of an inspection in the event the home has major damage or necessary repairs that the Seller will not agree to repair and/or the buyer, made aware of the repairs, no longer wishes to purchase the home.

In the event the subject property receives a public complaint after escrow closes or is visibly in disrepair, the HACR reserves the right to conduct a HQS inspection.

3. Independent Inspection

The unit must be inspected by a certified independent inspector designated and paid by the family, and pre-approved by the HACR. The inspector must be a member of the California Real Estate Inspectors Association, the American Society of Home Inspectors, or the International Conference of Building Officials. This inspection must cover, at a minimum, all major building systems and components including:

- Foundation and structure
- Housing interior and exterior
- Roofing
- Plumbing
- Electrical systems
- Heating systems

The HACR must receive and approve a copy of the inspection report before HP assistance will commence. The HACR may disapprove a unit for assistance under HP because of information obtained through the inspection report, even if the unit passes the HQS inspection. If the HACR or 3rd party (such as an entity providing down payment assistance) calls out additional repairs, the buyer will be required to pay a re-inspection fee to the certified inspector who completed the original home inspection.

4. Other Requirements for Eligible Units

The seller of the home may not be on the HUD list of debarred and suspended contractors, or subject to a limited denial of participation under 24 CFR Part 24.

C. Homeownership Confirmation Letter

Once approved for participation in the HCV HP, the family will be issued a confirmation letter subject to the following requirements:

- The family must execute a statement in which the family agrees to comply with all family obligations under the Homeownership Option.
- **Selection Period:** The family will be given **90 calendar days** to locate a home to purchase. Within two weeks prior to the end of the selection period, if the family has not yet selected a home, the family may submit a written request to the HACR for **one 30 day extension**. The extension request must include the reason for the extension and outline the family's search efforts. The extension request will be reviewed and verified by the HACR and if an extension is granted, the family will

receive a revised Confirmation Letter with the new Selection Period expiration date. Any extension granted is at the discretion of the HACR and the availability of funds to provide monthly mortgage assistance.

- After a home is chosen during the 90 day Selection Period, the family will be given **90 calendar days to open and close escrow**. The *opening* of escrow must occur no later than the last day of the Selection Period.
- It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance.
- The HACR may require families unable to locate a suitable unit during the Selection Period to wait for a period of one (1) year to re-apply for HP.
- The family must report its progress towards locating and purchasing a unit if requested by the HACR.

If the family is unable to locate an acceptable unit for purchase during the Selection Period, the HACR may, at its discretion, allow the family to remain leased up under the HCV rental voucher.

If the family submits a purchase contract to the HACR that is not approved due to reasons other than the family's lack of compliance, the family may request an extension using the process outlined above in this paragraph under Selection Period.

D. Purchase Agreement

Prior to execution of the offer to purchase, or the Purchase Agreement, the financing terms must be provided by the family to the HACR for approval.

The Purchase Agreement must include the following:

- Specify the price and other terms of the sale by the seller to the purchaser.
- Provide that the purchaser will arrange for a certified inspection of the unit by an independent certified inspector selected by the purchaser.
- State that the purchaser is not obligated to purchase the unit unless such inspections are satisfactory to both the HACR and purchaser.
- Provide that the purchaser is not obligated to pay for any necessary repairs.
- Provide that the purchaser is not obligated to purchase if the mortgage financing terms, or any other terms, are not approved by the HACR, and
- Contain a seller certification from the HACR that the seller has not been debarred, suspended, or subject to a limited denial of participation in accordance with 24 CFR Part 24.

E. Affordability

The purchase price of the home must be affordable to the family, as determined by the HACR and the Lender. The price shall be considered affordable if the monthly

homeownership expenses payable by the family do not exceed fifty percent (50%) of the family's total monthly gross income.

F. Financing of Purchase

The family must allow the HACR to review the terms of the mortgage secured to purchase the property before close of escrow. The HACR may disapprove proposed financing, refinancing or other debt if the HACR determines that the debt is unaffordable to the family or if the HACR determines that the lender or the loan terms do not meet HACR or HUD qualifications. The family must locate and qualify for a mortgage that meets the following requirements:

- a. The mortgage must be determined to be affordable by the HACR. The HACR may take into account expenses such as interest, taxes and insurance when determining affordability. The family's portion of the monthly homeownership expenses may not exceed (50%) of the family's total monthly gross income.
- b. Short-term mortgages with large final "balloon payment" will not be allowed.
- c. Interest only mortgages will not be allowed.
- d. Only fully amortized, fixed rate mortgages will be allowed.
- e. The family may not obtain private first mortgage financing from a family member or any other private source.
- f. The mortgage must be provided, insured, or guaranteed by the State or Federal government and comply with secondary mortgage market underwriting requirements.

G. Calculation of Homeownership Assistance Payment

Calculation of income for the purpose of determining income eligibility for admission to the program and/or determining the family's total tenant payment will be conducted under the guidelines for the HCV rental assistance program except as otherwise noted in this section.

1. Occupancy of Home

The HAP will only be paid while the family resides in the home. If the family moves out of the home, the HACR will discontinue payment of the HAP commencing with the month after the family moves out.

- a. Amount of monthly homeownership assistance payment. While the family is residing in the home, the HACR shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment.
- b. Initial Payment Standard. The initial payment standard for a family is the lower of the payment standard for the family unit size (Voucher size); or the payment

- standard for the size of the home.
- c. Payment Standard for subsequent reexaminations. Reexaminations (interims and annual reexaminations) will use a Payment Standard that is the greater of the payment standard as determined in accordance with the initial payment standard at the commencement of homeownership assistance; or the Payment Standard in effect at the time of the reexamination as determined using the requirements of Section F(1)(b) of this plan. At no time will the HACR use a Payment Standard less than the initial Payment Standard at the close of escrow.
 - d. The HACR will use the same Payment Standard schedule, Payment Standard amounts, and Subsidy Standards for the HP as for the rental voucher program.
 - e. Exception rent areas. If the home is located in an exception payment standard area, the HACR must use the appropriate payment standard for the exception payment standard area.
 - f. Affordability of housing costs. Total monthly homeownership expenses payable by the family, as defined in (g) below, must be less than (50%) of the family's total gross income.
 - g. Homeownership expenses. The HACR will use the following expenses to determine the total homeownership expense for calculation of the HAP:
 - Principal, interest, taxes and insurance (PITI) and mortgage insurance/private mortgage insurance (M/PMI), if applicable on initial mortgage debt and any refinancing of such debt,
 - Real estate taxes may not exceed 2%.
 - Utility allowance for the home as determined by the HACR.
 - h. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the HACR has determined that allowance of such costs as homeownership expenses is needed as a reasonable accommodation for the disabled family.

2. Cooperative and Condominiums

For cooperative members only (owners of condos) the following cooperative charges will also be used toward the homeownership expense:

- a. Charges included in the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- b. Cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

3. HAP Payment

- a. The HACR will pay the HAP according to the terms established in the agreement the HACR and Lender have entered into. If the assistance payment exceeds the amount due to the lender, the excess will be paid directly to the family.
- b. The HACR will provide the lender with notice of the amount of the HAP and

amount of the family's portion of the total homeownership expenses prior to close of escrow.

- c. Procedure for termination of homeownership assistance.
 - The family shall be entitled to the same termination notice and informal hearing procedures set forth in this Administrative Plan for participants in the HCV rental assistance program.
- d. Automatic termination of HAP.
 - Homeownership assistance for a family terminates automatically 180 calendar days after the last HAP paid on behalf of the family. The HACR has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

4. Income Changes

- a. Changes in income must be reported in writing within 10 days of the occurrence. Changes will be processed if they are anticipated to continue for sixty (60) or more days and is a monthly increase or decrease of \$100 or more. Once these changes have been verified, the HACR will process an interim to be applied, the first of the following month the change was reported.

H. Maximum Term of Homeownership Assistance

The time limits below apply to all family members having an ownership interest in the unit during the time that homeownership payments are made; and, the spouse of any member of the household who has an ownership interest in the unit during the time that homeownership payments are made. All families, including families that become elderly during the term of the homeownership assistance are subject to the following maximum terms:

- Initial mortgage term of twenty (20) years or longer. The maximum term of homeownership assistance will be fifteen (15) years.
- Initial mortgage term of less than twenty (20) years. The maximum term of homeownership assistance will be ten (10) years.

If, during the course of homeownership assistance, the family ceases to qualify as elderly or disabled, the maximum term as defined in Section G will become applicable from the date homeownership assistance commenced. The HACR will provide a family at least six (6) months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance in accordance with 682.634.

The initial maximum term limit applies if the family receives assistance for more than one home purchase, even if received from another housing authority.

I. Portability

The HACR will permit portability of the homeownership assistance (the HACR's portion) to another jurisdiction, provided the receiving jurisdiction operates a similar homeownership program for which the applicant qualifies and for which the receiving PHA is accepting new homeownership families.

1. Incoming Portable Families

- a. May purchase a unit within the jurisdiction of the HACR, provided the HACR is accepting new homeownership families at the time of the purchase.
- b. Must be under rental assistance in Riverside County for 12 months prior to application for HCV Homeownership.
- c. Must meet the education, counseling, and all other HP requirements of the HACR.
- d. Must be certified by initiating Housing Authority that the family is in good standing with that HA and Landlord.

The HACR must promptly notify the initial HA if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HACR.

2. Outgoing Portable Families

Outgoing portable families need to adhere to the following:

- a. Purchase a unit within the receiving jurisdiction, provided they operate a homeownership program and they are accepting new homeownership families at the time of the purchase.
- b. Must meet the education, counseling, and all other HP requirements of the receiving Housing Authority.
- c. Must be certified by the initiating HACR that the family is in good standing with the Housing Authority and Landlord.
- d. The initiating HACR must promptly notify the HA, if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HA.

J. Move with Continued Tenant-Based Assistance

A family receiving HACR homeownership assistance may purchase and move to a new unit with continued voucher homeownership assistance as long as no family member owns any title or other interest in the prior home. A family receiving homeownership assistance may move to a new unit with continued voucher homeownership assistance no more than once every five (5) years and the total of such assistance terms is subject to the maximum term described in this paragraph.

1. Purchase of a new unit

A family receiving homeownership assistance may purchase and move to a new unit with continued assistance, provided that the family fulfills all requirements of the HP at the time of the purchase of the new unit. The following applies to a family purchasing a new unit under the HP:

- a. The family will not be eligible to move with continued assistance for a period of Five (5) years after the initial purchase.
- b. The HACR may, at its discretion, require the family to complete a new housing counseling program or receive additional counseling prior to close of escrow.
- c. The requirement that the family must be a first time homebuyer is not applicable.
- d. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family under section N below.

2. Sale of Original HP Unit and Return to Tenant-Based Rental Assistance

The HACR may, at its discretion, allow a family to return to tenant-based rental assistance. The following applies to a family returning to tenant-based rental assistance:

- a. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family as defined under Section K of this plan.
- b. The HACR will not commence continued tenant-based assistance for occupancy of a rental unit so long as any family member owns any title or other interest in the home previously assisted through the HP. In addition, Eighteen (18) months must have passed since the family's receipt of homeownership assistance.

K. Denial or Termination of Assistance

The HACR shall deny or terminate homeownership assistance for the family in accordance with the following:

- Failure to report all household income.
- Failure to comply with Housing Authority County of Riverside HCV Homeownership Program requirements.
- Failure to comply with any HUD Family Obligations.
- Failure to meet the Housing Authority of the County of Riverside's Zero Tolerance Policy
- The family defaults on the mortgage(s).

L. Recapture

The HACR will not recapture any Homeownership Voucher payments unless there was an act of fraud or misrepresentation of material facts in order to obtain a benefit. The HCV HP recapture provision does not apply to any other program funds that may be used in the transaction.

M. Waiver or Modification of Homeownership Policies

The Executive Director (ED) of the HACR, and/or designee shall have the discretion to waive or modify any provision of the Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives. The ED and/or designee may limit homeownership assistance to families in accordance of CFR 982.626 (b).

For fiscal year 2011-2012, the HACR has established a homeownership assistance limit of no more than 16 families.

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COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE
Ad Description FIVE YEAR ADMIN PLAN 2011

To the right is a copy of the notice you sent to us for publication in the LA PRENSA HISPANA. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

03/04/2011

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Housing Authority of the County of Riverside's Agency Plan, which includes the Five-Year Plan, Capital Fund Program, Administrative Plan, Homeownership Plan and Statement of Policies, is available for review at offices located at 5555 Arlington Avenue, Riverside CA 92504 and 44-199 Monroe, Suite B, Indio, CA 92201. It is also located on the Housing Authority website: www.harivco.org Written public comment may be directed to the Housing Authority of the County of Riverside, Attn: Director, 5555 Arlington Avenue, Riverside, CA 92504. A public hearing to solicit public comment and feedback will be held on **Tuesday, March 15, 2011, at 1:30 pm**, in the meeting room of the Board of Supervisors, Riverside County, Administrative Center, 4080 Lemon Street, First Floor, Riverside, California.

El Plan de Accion de la Agencia del Housing Authority del Condado de Riverside, cual incluye los diferentes programas, esta disponible para aquellas personas interesadas. Puede pedir una copia en las oficinas localizadas en 5555 Arlington Avenue, Riverside, CA 92504 o en 44-199 Monroe, Suite B, Indio, CA 92201 o en www.harivco.org Puede mandar sus comentarios por escrito, atencion al Director a la misma direccion. La audiencia publica para escuchar comentarios y sugerencias del publico se tomara acavo el **Martes 15 de Marzo a la 1:30** de la tarde en el cuarto de conferencias de la Mesa Directiva, Condado De Riverside, Centro Administrativo, 4080 Lemon Street, Primer piso, Riverside CA.

3/4/11
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COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE
Ad Description FIVE YEAR ADMIN PLAN 2011

To the right is a copy of the notice you sent to us for publication in the THE CALIFORNIAN (TEMECULA). Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

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CNS 2054133

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Housing Authority of the County of Riverside's Agency Plan, which includes the Five-Year Plan, Capital Fund Program, Administrative Plan, Homeownership Plan and Statement of Policies, is available for review at offices located at 5555 Arlington Avenue, Riverside CA 92504 and 44-199 Monroe, Suite B, Indio, CA 92201. It is also located on the Housing Authority website: www.harivco.org Written public comment may be directed to the Housing Authority of the County of Riverside, Attn: Director, 5555 Arlington Avenue, Riverside, CA 92504. A public hearing to solicit public comment and feedback will be held on **Tuesday, March 15, 2011, at 1:30 pm**, in the meeting room of the Board of Supervisors, Riverside County, Administrative Center, 4080 Lemon Street, First Floor, Riverside, California. El Plan de Accion de la Agencia del Housing Authority del Condado de Riverside, cual incluye los diferentes programas, esta disponible para aquellas personas interesadas. Puede pedir una copia en las oficinas localizadas en 5555 Arlington Avenue, Riverside, CA 92504 o en 44-199 Monroe, Suite B, Indio, CA 92201 o en www.harivco.org Puede mandar sus comentarios por escrito, atencion al Director a la misma direccion. La audiencia publica para escuchar comentarios y sugerencias del publico se tomara acavo el **Martes 15 de Marzo a la 1:30** de la tarde en el cuarto de conferencias de la Mesa Directiva, Condado De Riverside, Centro Administrativo, 4080 Lemon Street, Primer piso, Riverside CA. 3/3/11

THE CALIFORNIAN
(TEMECULA)

CNS-2054133#



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CNS 2054132

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE
Ad Description: FIVE YEAR ADMIN PLAN 2011

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The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$91.12
Total	\$91.12

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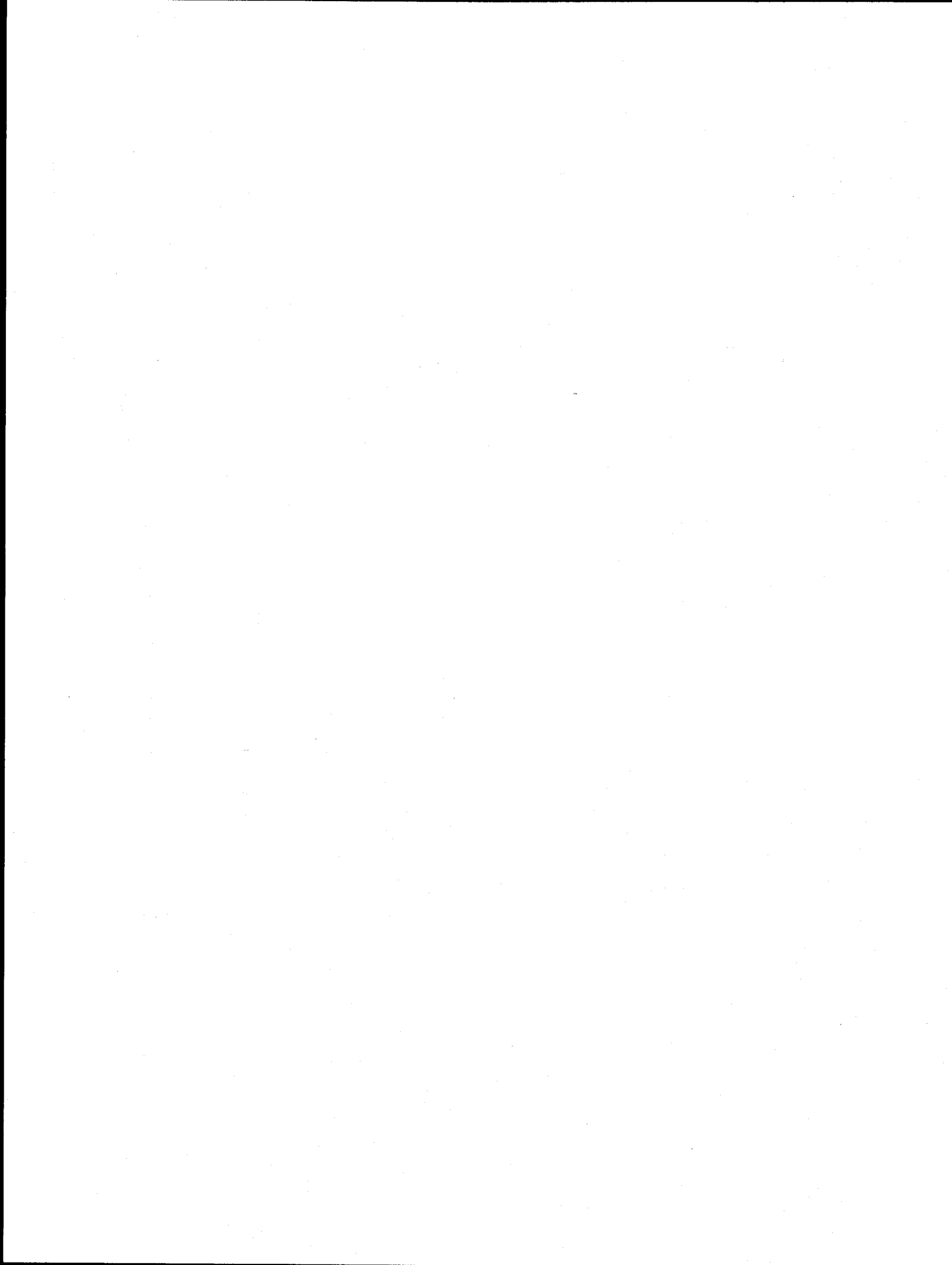
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