

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Paul Angulo* 3/19/11
 DATE: 3-8-11
 Department: ANITA C. WILLIS

FORM APPROVED COUNTY COUNSEL
 BY: *Ant C. Willis* 3-8-11
 DATE: 3-8-11
 Department: ANITA C. WILLIS

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

810



FROM: Housing Authority

SUBMITTAL DATE:
March 17, 2011

SUBJECT: Approval of the HOME Agreement Between the Housing Authority of the County of Riverside and the City of Riverside for the Tenant Based Rental Assistance Program for FY 2010/2011

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the attached Home Investment Partnership Act (HOME) Agreement between the Housing Authority and the City of Riverside for the Tenant Based Rental Assistance Program (TBRA);
2. Authorize the Chairman to execute the attached agreement; and,
3. Authorize the Executive Director, or designee, to take all necessary and relevant steps to implement this agreement including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field
 Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 75,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: U.S. Department of Housing and Urban Development

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

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, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Benoit
 Date: March 22, 2011
 xc: Housing Authority, Auditor

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

Prev. Agn. Ref.: 10.1 of 4/20/10

District: 1,2

Agenda Number:

10.1

Housing Authority

Approval of HOME Agreement between the Housing Authority of the County of Riverside and the City of Riverside for the Tenant Based Rental Assistance Program for FY 2010/2011

March 17, 2011

Page 2

BACKGROUND:

The Housing Authority and the City of Riverside have partnered on a pilot project that provides temporary rental subsidies to city residents who are homeless, or are at risk of becoming homeless, to assist these residents in obtaining and maintaining market rate rental housing. The City of Riverside has allocated \$75,000 in HOME funds to the Housing Authority to administer this program for a 12 month period.

The HOME program is funded by the U.S. Department of Housing and Urban Development (HUD) and guided by federal regulations. The Housing Authority was selected as program administrator through a competitive bid process in Fiscal Year 2008. This contract marks the third year of program operation. It is estimated that 20 very low income households will be served annually through this program. Services will be delivered at the city's newly established Multi-Service Homeless Access Center which provides comprehensive services for homeless individuals and families in a one-stop environment.

**AGREEMENT FOR THE USE OF 2010/2011
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS
TENANT-BASED RENTAL ASSISTANCE PROGRAM**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

THIS AGREEMENT is entered into this 28th day of April, 20 11, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City", and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public agency, corporate and politic, located at 5555 Arlington Avenue, Riverside, California 92504, hereinafter referred to as "Authority".

RECITALS

WHEREAS, the City has been awarded by the United States Department of Housing Urban Developer ("HUD") an allocation of funds pursuant to the HOME Investment Partnerships Act (the "Act"), 42 U.S.C. § 12701, et seq., and the implementing regulations thereto (the "HOME Regulations") set forth in 24 C.F.R. § 92.1, et seq., (collectively, the "HOME Program") for the purposes of strengthening public-private partnerships to provide decent, safe, sanitary, and affordable housing for very low income and low income households; and

WHEREAS, Section Part 92.209 of the HOME Regulations expressly allows HOME Program Funds to be utilized to provide up to twelve (12) months of tenant-based rental assistance or security deposits for eligible individuals and families; and

WHEREAS, City desires to utilize the HOME Program funds and enter into an agreement with Authority whereby Authority will implement and operate a tenant-based rental assistance program for the City which will provide one-time rental assistance to households classified as very low income and low income by HUD income guidelines, are experiencing a financial crisis; and are at risk of homelessness or are currently homeless; and

WHEREAS, City has been allocated Seventy Five Thousand Dollars (\$75,000.00) in HUD funding for years 2010/2011; and

WHEREAS, City desires to disburse a certain amount of HUD funding to Authority on the condition that Authority implements and operates a tenant-based rental assistance program for the City consistent with the terms of this Agreement.

MAR 22 2011 10.1

2011-5-107326

NOW, THEREFORE, the parties mutually agree to the following:

I. SCOPE OF SERVICES AND BUDGET

A. AUTHORITY OBLIGATIONS

1. Authority agrees to implement and operate a tenant-based rental assistance program for the City which will provide one time rental assistance to households classified as very low income and low income by HUD income guidelines, or are experiencing a financial crisis and are at risk of homelessness or are currently homeless, as more specifically set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Authority hereby certifies and agrees that all grant funds received shall be used exclusively as described in the Budget, attached hereto as Exhibit "B" and incorporated herein by this reference. Authority shall not make expenditures that deviate from the approved budget without prior written approval of the City's Development Director or Designee. City may approve Budget modifications to this Agreement for the movement of funds within the budget categories when such modifications:

- a. Do not exceed Ten Thousand Dollars (\$10,000) per budget cost category;
- b. Are specifically requested by City;
- c. Do not alter the amount of compensation subject to or under this Agreement;
- d. Will not change the Program goals or Scope of Services;
- e. Are in the best interests of City and Authority in performing the Scope of Services under this Agreement; and
- f. As related to salaries, are in accordance with applicable salary ordinances or law.

3. Authority shall establish and maintain a separate account for all HOME Program funds received under this Agreement and deposit such HOME Program funds in said account.

B. CITY OBLIGATIONS

1. City shall pay Authority the sum of Seventy Five Thousand Dollars (\$75,000.00) out of 2010/2011 HOME Program funds for the

operation of the Program. City shall provide payments to Authority as provided in Section IV, *infra*.

II. TERM

The term of this Agreement shall be for a period commencing July 1, 2010, and shall terminate on June 30, 2011, unless sooner terminated as provided in paragraph 4 herein.

III. TERMINATION

A. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Said notice shall include the reason for termination and the effective date thereof.

B. Notwithstanding the provisions of this Section III, City may suspend or terminate this Agreement forthwith for cause upon written notice to Authority of the action being taken. Cause shall be established:

1. In the event Authority fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement; or
2. In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or untenable; or
3. In the event the funding from HUD, referred to in the recitals above, is reduced, terminated or otherwise becomes unavailable, City shall provide written notice to Authority within five (5) days from the date HUD reduces, suspends or terminates the HOME Program funding. This Agreement shall be either terminated or amended to reflect said reduction in funds; or
4. Upon termination of this Agreement, Authority agrees to return any unencumbered funds that has been provided by City. In accepting said funds, City does not waive any claim or cause of action it may have against Authority for breach of this Agreement; or
5. Upon termination of this Agreement, Authority shall not incur any obligations after the effective date of such termination, unless expressly authorized in writing by City in the notice of termination.

IV. PAYMENT OF FUNDS

A. The City Council of the City of Riverside shall determine the final disposition and distribution of all funds received by City under the Act. City, through its Development Department, shall make payments to Authority and shall monitor the expenditure of funds and activities of Authority to ensure compliance with applicable federal regulations and the terms of this Agreement.

B. All disbursements of HOME Program funds, by City, will be made as follows:

1. City shall pay Authority payments not to exceed the total sum of Seventy Five Thousand Dollars (\$75,000.00). All payments will be made on a reimbursement basis. Said payments will be made within thirty (30) days after the Authority has submitted to the City written invoices requesting reimbursement. Payments shall be based on actual approved and documented expenses by Authority, all claimed expenses must be within the scope of this Agreement.

2. Payments may be withheld if, on a determination by City, Authority has not complied with the applicable federal regulations and/or the terms provided in this Agreement.

3. No later than thirty (30) days prior to the termination of this Agreement, Authority shall provide City with its estimate of the amount of the HOME Program funds that will remain unexpended upon such termination. Notwithstanding any provision contained in this Section IV, once City provides written notice to Authority, City shall have the right to:

- a. reduce or terminate the payment of HOME Program funds hereunder, or
- b. renegotiate the actual levels of expenditures in the event Authority's rate of expenditures will result in unexpended funds at the expiration of this Agreement.

V. DOCUMENTATION AND REPORTING REQUIREMENTS

A. Documentation of Expenditures. All documentation including, but not limited to, executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, shall be clearly identified and readily accessible for review by City. Authority shall maintain and keep available all such documents for a period of not less than three (3) years from the termination of this Agreement if a City, Authority, State and/or Federal audit has occurred and for a period of not less than five (5) years from said date

if such audit has not occurred. In the event of audit exception, such documents shall be maintained until every exception has been cleared to the satisfaction of City.

B. Reports. Authority, on such forms as City may require, shall furnish City on a regular monthly basis a report, including a narrative, data, records and any other information as City may request pertaining to its performance of services hereunder and other matters covered by this Agreement. Authority shall establish and maintain records in accordance with Office of Management and Budget (OMB) Circular Nos. A-110 as applicable to the acceptance and use of the HOME Program funds. Each monthly report shall be submitted by the fifteenth (15th) day of each month for the preceding month of services.

C. Inspections. Authority shall make available to City, State and/or Federal officials its records and data with respect to all matters covered by this Agreement.

D. Performance Evaluation. Authority shall permit City, State and/or Federal officials to monitor, assess or evaluate Authority's performance under this Agreement on at least a monthly basis, said monitoring, assessment or evaluation to include, but not be limited to, audits, inspections within the program area and interviews with Authority's employees, agents, independent contractors and subcontractors providing the services under this Agreement and recipients thereof.

E. External Audit. Authority shall obtain an external audit in accordance with the U. S. Department of Housing and Urban Development single audit regulations (24 C.F.R. § 85.26 and OMB Circular No. A-133). The audit report shall be submitted to the City on or before March 31, 2011. Audit expenses are eligible as HOME operating expenses.

VI. MARKETING MATERIALS FOR PROGRAM

All marketing materials regarding the tenant-based rental assistance program shall contain the following language:

"A program administered by the Housing Authority of the County of Riverside and funded by the City of Riverside."

VII. INDEPENDENT CONTRACTOR

Authority shall at all times during its performance of this Agreement retain its status as independent contractor. Authority's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Authority.

VIII. INDEMNIFICATION AND INSURANCE

A. Except as to the sole negligence or willful misconduct of the City, Authority shall defend, indemnify and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the performance of work under this Agreement by Authority or any of the Authority's employees, agents or subcontractors and from all claims by Authority's employees, subcontractors and agents for compensation for services rendered to Authority in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Authority or of Authority's employees, subcontractors or agents.

B. Prior to City's execution of this Agreement, Authority shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Authority against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by Authority, or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Authority.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a policy holder's rating of A or higher, and a Financial Class of VII or larger.

Authority's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

This minimum amount of coverage shall not constitute any limitation or cap on Authority's indemnification obligations stated in this section.

Prior to City's execution of this Agreement, insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for commercial general liability, shall be filed with City and shall include City, its officers and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

“Solely as respects work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City and its officers and employees are added as additional insureds under this policy.”

The policy shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail.

City, its agents and employees make no representation that the limits of the insurance specified to be carried by Authority pursuant to this Agreement are adequate to protect Authority. If Authority believes that any required insurance coverage is inadequate, Authority will obtain such additional insurance coverage as Authority deems adequate, as Authority's sole expense.

IX. COMPLIANCE WITH LAW

A. Authority shall comply with the provisions of the Act and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, Authority is to comply with those regulations found in Part 576 of Title 24 of the Code of Federal Regulations and OMB Circular Nos. A-110 and A-122 and appropriate attachments for nonprofit organization contractors. Selected provisions of the implementing regulations of the Act are attached hereto as Exhibit “C.”

B. Authority shall comply with all federal, state and local laws and regulations pertinent to its operation and services to be performed hereunder, and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Authority shall further comply with all laws applicable to wages and hours of employment, occupational safety, fire, safety, health and sanitation.

C. Authority shall determine and utilize landlords who agree to maintain and operate the units and related facilities (“Subject Units”), that will house grant recipients, and provide decent, safe and sanitary housing in accordance with 24 C.F.R. § 882.109, including all of the services, maintenance and utilities agreed in the lease.

1. Authority shall obtain an agreement with participating landlords which provides that: (a) Authority shall have the right to inspect the Subject Unit(s) and related facilities at least annually, and at such other times as may be necessary to assure that the units is in decent, safe and sanitary condition, and that required maintenance, services and utilities are provided; and (b) if Authority determines that the participating landlord is not meeting the obligations described by subsection (a), Authority shall have the right, even if the Tenant continues in occupancy, to terminate the payment of the Authority's share of the rent and/or terminate the Contract regarding the Subject Unit(s).

2. Authority should use the sample Home Rental Assistance Contract attached hereto as Exhibit "D" as a model draft agreement for the tenant-based rental assistance program.

D. Authority shall ensure that tenant selection is in accordance with 24 C.F.R. § 92.209 with written tenant selection policies and criteria that are consistent with the following:

1. Very Low Income and Low Income Families. Tenant-based rental assistance may only be provided to very low income and low income families. Authority must determine that the family is very low income or low income before the assistance is provided. During the period of assistance, Authority must annually determine that the family continues to be low income.

2. Preferences for Individuals with Special Needs.

a. Authority may establish a preference for individuals with special needs. Authority may offer, in conjunction with a tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for persons with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all persons with special needs or disabilities who can benefit from such services.

b. Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

X. NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE

A. Authority hereby certifies compliance with the following:

1. Executive Order 11246, as amended, and the regulations issued thereunder at 41 C.F.R. § 60;

2. Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2001d, et seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261);

3. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601-3619) and implementing regulations issued pursuant thereto (24 C.F.R. § 1);

4. Executive Order 11063 and implementing regulations issued pursuant thereto (24 C.F.R. § 107);

5. Age Discrimination Act of 1975 (42 U.S.C. § 6101-6107);

6. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);

7. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); and

8. Pursuant to the Americans with Disabilities Act and specifically 42 U.S.C. § 12132, Authority acknowledges and agrees that in the performance of this Agreement, no qualified individual shall, by reason of a disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City or Authority or be subjected to discrimination by the City or Authority.

B. Authority shall establish and maintain a procedure through which homeless individuals will be informed that the Program is available for eligible individuals on a nondiscriminatory basis.

C. Authority agrees to abide by and include in any subcontract to perform work under this Agreement, the following clause:

“During the performance of this Agreement Authority and its subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation. Authority and subcontractor shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Authority and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Cal Gov. Code § 12900, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Authority and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.”

D. The equal opportunity clause contained in Section 202 of Executive Order 11246, as amended, is hereby incorporated into this Agreement by this reference. Authority shall include the nondiscrimination and compliance provisions of the equal opportunity clause in all subcontracts, if any.

E. During the performance of this Agreement, Authority and its subcontractor, if any, shall not deny the benefits rendered hereunder to any person on the basis of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition

related thereto, marital status, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code.

F. Authority shall furnish all information and reports as required by Executive Order 11246, as amended.

XI. AFFIRMATIVE ACTION COMPLIANCE

Each Authority or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended. Authority shall insure that subcontractors, if any, falling within the scope of this provision shall comply in full with the requirements thereof.

XII. PROCUREMENTS

Authority will comply with all regulations contained in 24 C.F.R. § 85 as it relates to purchases of services from contractors and vendors.

XIII. CONFLICT OF INTEREST

No person (1) who is an employee, agent, consultant, officer or elected or appointed official of the City, Authority, or State that receives HOME Program funds and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

XIV. ELIGIBILITY OF CONTRACTORS AND SUBCONTRACTORS

No grant funds allocated to Authority through this Agreement may be used, directly or indirectly, to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provision of 24 C.F.R. § 4.

XV. LEAD-BASED PAINT

Authority and all subcontractors, if any, shall comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846) and implementing regulations issued pursuant thereto (24 C.F.R. § 35).

XVI. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to respective parties as set out below:

<u>City</u>	<u>Authority</u>
Development Department Attn: Development Director City Hall, 3900 Main Street, 5th Floor Riverside, CA 92522	Housing Authority of the County of Riverside Attn: Heidi Marshall 5555 Arlington Avenue Riverside, CA 92504

or to such other addresses as from time to time shall be designated by the respective parties.

XVII. ASSIGNMENT

Due to the unique services to be provided pursuant to this Agreement, this Agreement shall not be assigned without the express prior written consent of the City. Should City agree to any such assignment, Authority, its assigns and successors in interest shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

XVIII. AUTHORITY

The individuals executing this Agreement and the instruments referenced herein on behalf of Authority each represent and warrant that they have the legal power, right and actual authority to bind the Authority to the terms and conditions hereof and thereof.

XIX. VENUE

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

XX. SEVERABILITY

Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such or part thereof shall be severed from this agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement shall continue in full force and effect.

XXI. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement and it supersedes and replaces any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be modified or changed only upon the written consent of the parties hereto. The City Manager of the City or his designee are hereby granted the authority to modify, amend or alter this Agreement, provided such changes do not result in any monetary increase to the Authority or in any material change to the terms of this Agreement.

Signatures on following page.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the
day and year first above written.

City OF RIVERSIDE, a California
charter city and municipal corporation


By: 
Development Director

Date: 4/28/2011


Attest: 
City Clerk

Date: May 5, 2011

APPROVED AS TO FORM:


By: 
Deputy City Attorney

HOUSING AUTHORITY OF THE
COUNTY OF RIVERSIDE,
a public agency, corporate and politic

By: 
Bob Buster
Board Chairman

Date: MAR 22 2011

Attest: Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Pamela J. Walls, County Counsel

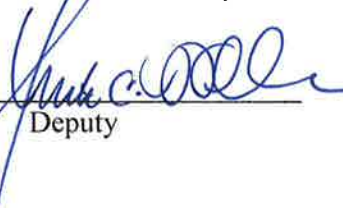
By: 
Deputy

EXHIBIT "A"

SCOPE OF SERVICES

[Attached behind this page.]

EXHIBIT "A"

SCOPE OF SERVICES

Housing Authority of the County of Riverside Tenant-Based Rental Assistance Program

Funding provided under this grant by the City of Riverside (City) to the Housing Authority of the County of Riverside (HACR) shall be used to administer the City's Tenant-Based Rental Assistance (TBRA) Program providing move-in assistance and short-term rental subsidies to homeless individuals and families and those at-risk of becoming homeless in the City of Riverside. Program services will be provided from the City's Multi-Service Access Center at 2880 Hulen Place. Under this agreement, the HACR shall provide a range of housing and supportive service assistance to approximately 18 eligible households in the City based on the following program criteria:

Target Population:

- Homeless individuals and families in the City participating in service-based programs
- Chronically homeless individuals targeted by the City's Homeless Street Outreach Team
- Low-income individuals/households facing the loss of their affordable housing

Forms of Assistance:

- Short-term rental subsidy for homeless individuals/households (up to 12 months)
- Short-term rental subsidy for eviction prevention (up to 12 months)
- One-time assistance with security deposits
- Case management and supportive service coordination

Eligibility Criteria for Individuals/Households:

- Meets HUD low-income limit defined as 80% or below area median
- Participation in a homeless service program in the City or facing loss of housing in the City
- Ability to demonstrate history of Riverside residency or employment
- Have a steady source of income or demonstrated ability to secure a steady source of income
- Must agree to participate in and comply with Case Management provided by the Housing Authority, the Homeless Street Outreach Team and/or a qualified participating agency and comply with all other provisions of a program participation
- Tenants must provide a proof of citizenship or legal residency
- Assistance provided only for housing within the City of Riverside

Key Objectives

1. Rapid re-housing for homeless individuals and families in the shelter/transitional housing system.
2. Housing stabilization for low-income households at risk of becoming homeless.
3. "Housing First" placement and support for homeless individuals targeted by the City's Homeless Street Outreach Team.
4. Support families in shelter/transitional housing who are receiving Cal Works in making the transition back to market rate housing.
5. Support working individuals/families in shelter/transitional housing in making the transition to market rate housing.
6. Provide supportive service linkages with the primary goal of assisting the individual/family increase their household income and attain housing stability.

Scope of Services

1. **Screening, Assessment and Planning** to include eligibility screening, in-depth needs assessment and development of a Self Sufficiency Plan (SSP) focused on housing retention.
2. **Housing Identification and Placement** to include identifying resources, recruiting landlords, helping households overcome barriers such as poor credit histories and evictions, assisting with lease negotiations, conducting housing quality inspections in order to obtain permanent affordable housing.
3. **Administer Tenant-Based Rental Assistance** for eligible households accepted into the program to include processing payments of security deposits and short-term rental subsidies for up to 12 –months.
4. **Housing Case Management** provided for 12-months to assist with housing stability and retention to include identifying barriers to permanent housing stability, developing strategies to overcome barriers, assisting in securing or maintaining appropriate rental opportunity, establishing a household budget, facilitating money management and credit education, assisting with development of essential housing life skills and maintaining positive tenant/landlord relations.
5. **Supportive Service Coordination** to include SSP planning and appropriate service connections necessary to ensure long-term housing stability and retention. Supportive service connections shall include but not be limited to: employment/vocational assistance, mainstream benefits (social security, TANF, Cal Works, Medi-Cal, etc.), mental health services, substance abuse services, medical services, child support services, parenting classes, and legal assistance.

6. **Leveraging available resources** to include screening participants for eligibility for other housing assistance programs administered by the Housing Authority or other local entities and assisting households with securing other housing assistance resources.
7. **"Housing First" Program Development** to include working with the City to develop a comprehensive "Housing First" Program along with identifying and pursuing

EXHIBIT "B"

BUDGET

[Attached behind this page.]

EXHIBIT "B"

**Housing Authority of the County of Riverside
Tenant-Based Rental Assistance
Program Budget**

City HOME funds

Category	Amount	No. of Clients Served
Rental Subsidies	\$70,000	13
Security Deposits	\$5,000	5
Total	\$75,000	18

EXHIBIT "C"
SELECTED CFR SECTIONS

[Attached behind this page.]

SECTION FROM CODE OF FEDERAL REGULATIONS

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 92 HOME INVESTMENT PARTNERSHIPS PROGRAM--Table of Contents

Subpart E Program Requirements

Sec. 92.209 Tenant-based rental assistance: Eligible costs and requirements.

(a) Eligible costs. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance

for a family pursuant to this section. Administration of tenant-based rental assistance is eligible only under general management oversight and coordination at Sec. 92.207(a).

(b) General requirement. A participating jurisdiction may use HOME funds for tenant-based rental assistance only if the participating jurisdiction makes the certification about inclusion of this type of assistance in its consolidated plan in accordance with 24 CFR 91.225(d)(1), 91.325(d)(1), or 91.425(a)(2)(i), and specifies local market conditions that lead to the choice of this option.

(c) Tenant selection. The participating jurisdiction must select families in accordance with written tenant selection policies and criteria that are consistent with the following:

(1) Low-income families. Tenant-based rental assistance may only be provided to very low- and low-income families. The participating jurisdiction must determine that the family is very low- or low-income before the assistance is provided. During the period of assistance, the participating jurisdiction must annually determine that the family continues to be low-income.

(2) Preferences for Individuals with Special Needs. (i) The participating jurisdiction may establish a preference for individuals with special needs. The participating jurisdiction may offer, in conjunction with a tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for persons with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all persons with special needs or disabilities who can benefit from such services.

(ii) The participating jurisdiction may also provide a preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) if the specific category is identified in the participating jurisdiction's consolidated plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

(iii) Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). For example, a participating jurisdiction may not determine that persons given a preference under the program are

therefore prohibited from applying for or participating in other programs or forms of assistance.

(3) Existing tenants in the HOME-assisted projects. A participating jurisdiction may select low-income families currently residing in housing units that are designated for rehabilitation or acquisition under the participating jurisdiction's HOME program. Participating jurisdictions using HOME funds for tenant-based rental assistance programs may establish local preferences for the provision of this assistance. Families so selected may use the tenant-based assistance in the rehabilitated or acquired housing unit or in other qualified housing.

(d) Portability of assistance. A participating jurisdiction may require the family to use the tenant-based assistance within the participating jurisdiction's boundaries or may permit the family to use the assistance outside its boundaries.

(e) Term of rental assistance contract. The term of the rental assistance contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between a participating jurisdiction and an owner, the term of the contract must terminate on termination of the lease. For a rental assistance contract

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between a participating jurisdiction and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

(f) Rent reasonableness. The participating jurisdiction must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

(g) Tenant protections. The lease must comply with the requirements in Sec. 92.253 (a) and (b).

(h) Maximum subsidy. (1) The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not

exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

(2) The participating jurisdiction must establish a minimum tenant contribution to rent.

(3) The participating jurisdiction's rent standard for a unit size must be based on:

(i) Local market conditions; or

(ii) For each unit size, may not be less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent or HUD-approved community-wide exception rent (in effect when the participating jurisdiction adopts its rent standard amount).

(Community-wide exception rents are maximum gross rents approved by HUD for the Rental Certificate Program under 24 CFR 882.106(a)(3) for a designated municipality, county, or similar locality, which apply to the whole PHA jurisdiction.) A participating jurisdiction may approve on a unit-by-

unit basis a subsidy based on a rent standard that exceeds the applicable fair market rent by up to 10 percent for 20 percent of units assisted.

(i) Housing quality standards. Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The participating jurisdiction

must inspect the housing initially and re-inspect it annually.

(j) Security deposits. (1) A participating jurisdiction may use HOME

funds provided for tenant-based rental assistance to provide loans or grants to very low- and low-income families for security deposits for rental of dwelling units whether or not the participating jurisdiction provides any other tenant-based rental assistance under this section.

(2) The relevant State or local definition of "security deposit" in the jurisdiction where the unit is located is applicable for the purposes of this part, except that the amount of HOME funds that may be provided for a security deposit may not exceed the equivalent of two month's rent for the unit.

(3) Only the prospective tenant may apply for HOME security deposit assistance, although the participating jurisdiction may pay the funds directly to the tenant or to the landlord.

(4) HOME funds for security deposits may be provided as a grant or as a loan. If they are provided as a loan, the loan repayments are program income to be used in accordance with Sec. 92.503.

(5) Paragraphs (b), (c), (d), (f), (g), and (i) of this section are applicable to HOME security deposit assistance, except that income determinations pursuant to paragraph (c)(1) of this section and Housing Quality Standard inspections pursuant to paragraph (i) of this section are required only at the time the security deposit assistance is provided.

(k) Program operation. A tenant-based rental assistance program must

be operated consistent with the requirements of this section. The participating jurisdiction may operate the program itself, or may contract with a PHA or other entity with the capacity to operate a rental assistance program. The tenant-based rental assistance may be provided through an assistance contract to an owner that leases a unit to an assisted family or directly to the family. In either case, the participating jurisdiction (or entity operating the program) must approve the lease.

(1) Use of Section 8 assistance. In any case where assistance under section 8 of the 1937 Act becomes available to a participating jurisdiction, recipients of tenant-based rental assistance under this part will qualify for tenant selection preferences to the same extent as

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when they received the tenant-based rental assistance under this part.

[61 FR 48750, Sept. 16, 1996, as amended at 62 FR 28928, May 28, 1997; 67 FR 61756, Oct. 1, 2002]

EXHIBIT "D"

MODEL RENTAL AGREEMENT

[Attached behind this page.]

HOME RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Telephone No. _____	UNIT NO. & ADDRESS	TENANT NAME
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This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Anytown, Department of _____" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____¹ and end no later than _____². The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT³

- A. The (program administrator) will pay a security deposit to the Landlord in the amount of \$_____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the [Tenant/program administrator].
- C. The Landlord shall immediately notify the (program administrator) when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND (program administrator)

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is \$_____.
- B. *Rent Adjustments.* With no less than __⁴ days' notice to the Tenant and the (program administrator), the owner may propose a reasonable adjustment to be effective no earlier than the 13th month of this Contract. The proposed rent may be rejected by either the Tenant or the (program administrator). The Tenant may reject the proposed rent by providing the Landlord

¹ Insert the first day of the term of the Lease.

² The maximum allowable length of a HOME Coupon Contract is two years.

³ Modify the paragraph based on PJ policy.

⁴ Insert the number of days notice the owner must provide of a rent increase. At least 60 days is recommended to enable the program administrator 30 days to review the rent and still enable the landlord to give the tenant 30 days notice.

HOME Rental Assistance Contract (Page Two)

with 30 days' written notice of intent to vacate. If the program administrator rejects the proposed rent, the program administrator must give both the Tenant and the Landlord 30 days' notice of intent to terminate the Contract.

- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by the (program administrator), the Tenant's share of the rent shall be \$_____.
- D. *Program Administrator Share of the Rent.* Initially, and until such time as both the Landlord and Tenant are notified by the (program administrator), the (program administrator's) share of the rent shall be \$_____. Neither the (program administrator) nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The (program administrator's) obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the (program administrator) determines that the Landlord is not entitled to any payments received, in addition to other remedies, the (program administrator) may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Coupon Contract.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The (program administrator) shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the (program administrator) determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the (program administrator's) share of the rent and/or terminate the Contract.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the (program administrator) in writing when eviction proceedings are begun. This may be done by providing the (program administrator) with a copy of the required notice to the tenant.

HOME Rental Assistance Contract (Page Three)

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the (program administrator), any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the (program administrator) and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. (Program administrator) AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the (program administrator) or HUD may reasonably require.
- B. The Landlord shall permit the (program administrator) of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF (Program administrator) IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The PHA's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the (program administrator) determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The (program administrator) shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the (program administrator) in accordance with this Contract shall be effective as provided in a written notice by the (program administrator) to the Landlord. The (program administrator's) exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. PHA RELATION TO THIRD PARTIES

- A. The (program administrator) does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the (program administrator) and this Contract does not create or affect any relationship between the (program administrator) and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assert any claim against HUD, the (program administrator) or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the (program administrator) who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the (program administrator). The (program administrator) shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the (program administrator)) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the (program administrator).
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

HOME Rental Assistance Contract (Page Five)

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	(Program administrator) Representative (Type of Print):
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE MAILED TO: SS NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE