

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

944



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:

June 28, 2011

SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT
AGREEMENTS

RECOMMENDED MOTION:

1. That the Board of Supervisors ratify, receive and file the two (2) attached Grant Agreements between DPSS and the U.S. Department of Housing and Urban Development:

CA0936B9D081001 – City of Riverside

CA0669B9D081003 – Jewish Family Service of San Diego

FORM APPROVED COUNTY COUNSEL
BY: *LAURA R-MCKENNA* DATE: *7/1/11*

Departmental Concurrence

Susan Loew

Susan Loew, Director

(CONTINUED – 4 pages in total)

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 0
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2011-12

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

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 14, 2011
xc: DPSS, Purchasing

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

Prev. Agn. Ref.: (5/25/10, #3.38) | District: 1, 4 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

2.5

Dept's Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

PURCHASING &
FLEET SERVICES

Robert Howdeshell, Director

TO: BOARD OF SUPERVISORS

DATE: June 28, 2011

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
GRANT AGREEMENTS**

BACKGROUND:

On November 16, 2010, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On January 19, 2011, HUD announced twenty (20) renewal grants for Riverside County's homeless projects which included the renewal of the following Supportive Housing Programs (SHP):

The City of Riverside's (COR) permanent SHP provides up to eight (8) disabled homeless persons with housing and supportive services such as health and mental health care, substance abuse services, benefits and/or employment assistance and basic life skills through on site and off site case management coordination. The most recent Project Sponsor Agreement expired on January 31, 2011. In the most recent Annual Progress Report for the period ending January 31, 2011 the project assisted seven (7) homeless persons. One (1) person exited the program and six (6) remained for a period in excess of six (6) months.

Jewish Family Service of San Diego (JFSSD) is a nonprofit organization located in the Coachella Valley that operates Desert Horizon SOS Transitional Housing program. Desert Horizon provides transitional housing and intensive case management to homeless individuals. According to the latest Annual Progress Report for the period January 1, 2010 through December 31, 2010, the program assisted eighty-six (86) individuals. One-hundred percent (100%) of participants who exited the program had income or mainstream benefits. Eighty-three percent (83%) of those who exited went into permanent housing.

In accordance with Board Resolution No. 2010-045, approved by the Board on May 25, 2010 (Item 3.38), the authority to accept McKinney-Vento Homeless Assistance Act funding was delegated to the Director of DPSS.

With the full execution of the attached Grant Agreements by HUD, the Grant Agreements are being submitted to the Board to receive and file as the official copies of record.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Grant Agreements (2 copies) between DPSS and U.S. Department of Housing and Urban Development.

SL: mr



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
611 W. 6th Street
Suite 800
Los Angeles, CA 90017

Grant Number: CA0936B9D081001
Project Name: CA-608 - REN - City of Riverside Permanent Supportive Housing for Disabled Pers
Total Award Amount: \$141,261
Component: PH
Recipient: County of Riverside
Official Contact Person and Title: Susan Loew, Director
Telephone Number: (951) 358-5000
Fax Number: (951) 358-7755
E-mail Address: sloew@riversidedpss.org
EIN/Tax ID Number: 95-6000930
DUNS Number: 152240540
Effective Date: FEB 1 2011
Project Location(s): Scattered sites

2010 SUPPORTIVE HOUSING PROGRAM RENEWAL GRANT AGREEMENT

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

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA), that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published June 11, 2010, at 75 FR 33323, and the second part was the Continuum of Care Homeless Assistance Programs section of the NOFA, which is located at <http://www.hud.gov/offices/adm/grants/nofa10/grpcoc.cfm>. The term "Application" means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the term specified at section 3 of Attachment A.

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

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

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

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

The Recipient agrees to draw grant funds at least quarterly.

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

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

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

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

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

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

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

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

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: William Vasquez 4/27/11
Signature and Date
William G. Vasquez, Director
Community Planning and Development
Print name of signatory

Title
RECIPIENT

County of Riverside, Department of Public Social Services

Name of Organization

By: Susan Loew 3/29/11
Authorized Signature and Date

Susan Loew

Print name of signatory

Director, County of Riverside Department of Public Social Services

Title

FORM APPROVED COUNTY COUNSEL
BY: Larisa R-Mckenna 5/31/11
LARISA R-MCKENNA DATE

ATTACHMENT A

1. The Recipient is County of Riverside.
2. HUD's total fund obligation for this project is \$141,261, which shall be allocated as follows:

a. Leasing	\$0
b. Supportive services	\$50,240
c. Operating costs	\$83,680
d. HMIS	\$615
e. Administration	\$6,726

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

Grant Number: CA0669B9D081003
Project Name: CA-608 - REN - JFS Desert Horizon-SOS Transitional Housing
Total Award Amount: \$408,234
Component: TH
Recipient: County of Riverside
Official Contact Person and Title: Susan Loew, Director
Telephone Number: (951) 358-5000
Fax Number: (951) 358-7755
E-mail Address: sloew@riversidedpss.org
EIN/Tax ID Number: 95-6000930
DUNS Number: 152240540 JAN - 1 2012
Effective Date:
Project Location(s): Scattered Sites

2010 SUPPORTIVE HOUSING PROGRAM RENEWAL GRANT AGREEMENT

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The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA), that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published June 11, 2010, at 75 FR 33323, and the second part was the Continuum of Care Homeless Assistance Programs section of the NOFA, which is located at <http://www.hud.gov/offices/adm/grants/nofa10/grpcoc.cfm>. The term "Application" means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the term specified at section 3 of Attachment A.

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

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

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

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

The Recipient agrees to draw grant funds at least quarterly.

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

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

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

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

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

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

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This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

Signature and Date

William G. Vasquez, Director
Community Planning and Development

Print name of signatory

Title

RECIPIENT

County of Riverside, Department of Public Social Services

Name of Organization

By:

Authorized Signature and Date

Susan Loew

Print name of signatory

Director, County of Riverside Department of Public Social Services

Title

FORM APPROVED COUNTY COUNSEL

BY

LANICA R-MCKENNA

DATE

ATTACHMENT A

1. The Recipient is County of Riverside.
2. HUD's total fund obligation for this project is \$408,234, which shall be allocated as follows:

a. Leasing	\$113,393
b. Supportive services	\$126,870
c. Operating costs	\$132,524
d. HMIS	\$16,215
e. Administration	\$19,232

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