

432

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



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
July 26, 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 seven (7) attached Grant Agreements between DPSS and the U.S. Department of Housing and Urban Development:

CA0875B9D080900 – United States Veterans Initiative Riverside Permanent Housing

CA0673B9D081003 – City of Riverside Homeless Street Outreach Program

CA0935B9D081001 – Riverside County Department of Mental Health Desert SafeHaven

CA0677B9D081003 – Riverside County Department of Mental Health Outreach Desert Expansion

CA0675B9D081003 – Riverside County Department of Mental Health Men's Permanent Housing

CA0684B9D081003 – Riverside County Department of Mental Health Women's Permanent Housing

Susan Loew

Susan Loew, Director

(CONTINUED – 4 pages in total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-12

SOURCE OF FUNDS: 100% Federal Funds [HUD Supportive Housing Program]	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley

Nays: None

Absent: Tavgliione

Date: July 26, 2011

xc: DPSS

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

2.15

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

ATTACHMENTS FII FD

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 7/26/11
LARISSA R-MCKENNA
Departmental Concurrence

Purchasing: *[Signature]*
Mark Seiler, Assistant Director

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

TO: BOARD OF SUPERVISORS

DATE: July 26, 2011

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

CA0683C9D081003 – Housing Authority of the County of Riverside

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 Supportive Housing Programs (SHP) and Shelter Plus Care (S+C) programs referenced below.

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. This enables the contracts to be executed as quickly as possible and allows the Department to meet HUD's timelines.

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. Following is a brief description of each program:

The United States Veterans Initiative (U.S. Vets) applied for funding in the 2009 Consolidated NOFA application to operate a new Permanent Supportive Housing Program (SHP-PH) titled Riverside Permanent Housing that will provide twenty-five (25) units of housing for single, adult veterans with a history of homelessness who have experience significant long-term disabilities that impair their ability to afford housing without a long-term subsidy. This project will provide a stable living environment in which the population can address these issues and achieve a level of stability that will allow them to reach their highest level of functioning. The program will be located in Riverside at March Air Reserve Base and will be coordinated with the medical, psychiatric and substance abuse services (both on and off site) provided. Supportive services delivered by the project will include, but not be limited to, outreach and engagement, substance abuse treatment, mental health services, job readiness and employment placement, case management, peer mentoring, legal assistance, benefits assistance, life skills training, and other necessary supportive services coordinated with other community-based providers.

The City of Riverside's Homeless Street Outreach program conducts daily mobile outreach and client services focused on the "hardest-to-reach" and "service-resistant" populations on the streets, in service venues and other locations with the goal of getting them connected with the services they need that leads to stable housing. Available services include outreach, case management, life skills, alcohol and/or drug abuse services, mental health, education, housing placement, employment assistance, and transportation. According to the latest Annual Progress Report submitted by the City Of Riverside for the time period September 1, 2009 to August 31, 2010, the outreach team worked with two-hundred and ninety-eight (298) individuals and seven (7) families. Forty percent (40%) of individuals who entered the program were chronically homeless, and sixty percent (60%) entered into permanent housing upon exiting the program.

The Riverside County Department of Mental Health's (DOMH) Desert SafeHaven known as *The Path* is a 25 unit permanent supportive housing program with a 24 hour drop in center, serving the most-visible and hardest-to-reach homeless persons with severe mental illness, who have been unable or unwilling to participate in supportive services. Intensive case management, life skills training and mental health treatment is

TO: BOARD OF SUPERVISORS

DATE: July 26, 2011

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

BACKGROUND (continued):

available to all residents. Due to HUD changes, the program is now designated as a Permanent Housing Program, yet will retain the SafeHaven model of low demand services within a permanent housing framework. The most recent Project Sponsor Agreement expired on January 31, 2011. For the annual reporting period of February 1, 2010 through January 31, 2011, the project housed forty-four (44) chronic homeless persons. Of that amount, eighty-seven percent (87%) of persons leaving the program obtained/maintained income. Ninety-six percent (96%) of participants remained in Desert SafeHaven Permanent housing program for six (6) months or more

The Riverside County Department of Mental Health (DOMH) Outreach Desert Expansion grant funds allow the DOMH to have service providers in the Desert-Mid county region to outreach a minimum of 400 individuals each grant year. Each individual contracted through the outreach program is offered an initial assessment as well as referrals and linkage to various community services. Individuals who agree to further engagement may receive a more in depth assessment, linkage to mental health providers and emergency housing. The outreach teams partner with the community shelters and agencies to facilitate referrals and linkage as well as outreach to their clients. The most recent Project Sponsor Agreement expired on January 31, 2011. For the annual reporting period of February 1, 2010 through January 31, 2011, the project assisted a total of 1,448 persons. Of that amount, 342 were linked to mental health services provided by the DOMH.

The Riverside County Department of Mental Health (DOMH) Men's Permanent Housing Program utilizes eleven (11) scattered site permanent housing units to serve eleven (11) participants and provide them with access to various supportive services to facilitate achievement of the individual participants' goal to become self sufficient and maintain stable permanent housing for more than six (6) months. The most recent Project Sponsor Agreement expired on January 31, 2011. For the annual reporting period of February 1, 2010 through January 31, 2011, the project housed fourteen (14) individuals. Sixty-six percent (66%) of persons leaving the program had obtained/maintained income. One-hundred percent (100%) of participants remained in permanent housing for six (6) months or more.

The Riverside County Department of Mental Health (DOMH) Women's Permanent Housing Program utilizes seven (7) scattered, permanent housing units to serve seven (7) female participants with mental illness and provide them with access to various supportive services to facilitate achievement of the individual participant's goal to become self-sufficient. Along with permanent housing, ongoing case management and mental health services are provided. One hundred percent (100%) of homeless persons served under this Grant are expected to come from the street or other locations not meant for human habitation, or emergency shelters. For the annual reporting period of December 1, 2009 through November 30, 2010 the project served seven (7) individuals and seventy-five percent (75%) remained in the program six (6) months or longer.

The Housing Authority of the County of Riverside's (HACR) Shelter Plus Care (S+C) consolidated program provides permanent supportive housing to homeless persons and families with severe disabilities. The program targets individuals who are living on the streets and suffer from severe mental health illness. Participants receive tenant based rental assistance in mainstream housing of their choosing and comprehensive mental

TO: BOARD OF SUPERVISORS

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

BACKGROUND (continued):

health services through the County's Department of Mental Health. This grant consolidates the previously awarded S+C East and S+C West grants together. There were no reductions in the number of persons to be served, or changes in the services to be provided. Under the consolidated grant, the Housing Authority of the County of Riverside will provide at least forty-one (41) units of tenant-based rental assistance to persons throughout the county. Services provided include case management, life skills, mental health and transportation. According to the latest Annual Progress Report submitted by the Housing Authority for the time period of June 17, 2009 through June 16, 2010, the *West S+C Project* assisted seven (7) individuals and four (4) families. According to the latest

Annual Progress Report submitted by the Housing Authority for the time period of September 4, 2009 through September 3, 2010 the *East S+C Project* assisted nineteen (19) individuals and eleven (11) families with twenty-three (23) children. Together the projects assisted twenty-six (26) individuals and fifteen (15) families. In addition ninety percent (90%) of participants remained housed for six (6) months or more.

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 (7 copies) between DPSS and U.S. Department of Housing and Urban Development.

SL: mr

NEW - SHP Grant Agreement

Grant Number: CA0875B9D080900
Award Amount: \$792,383
Recipient: County of Riverside, 4060 County Circle Drive, Riverside,
California 92503
Tax ID#: 95-6000930
Project Name: CA-608 - New - Riverside Permanant Housing
Component Type: PH
Official Contact Person: Ms. Judith Murdock, Fiscal Manager
Email Address: JMurdock@riversidedpss.org
Phone: (951) 358-5636

Fax: (951) 358-7755
Program Location: March Air Force Base

2009 Supportive Housing Grant Agreement - New

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 December 29, 2008 at 73FR 79548, and the second part was the Continuum of Care Homeless Assistance programs NOFA Section of the NOFA, which is located at <http://www.hud.gov/offices/adm/grants/nofa09/cocsec.pdf>. The term 'Application' means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the term specified at section 3 of Attachment A.

The recipient must provide a 25 percent cash match for Supportive Services.

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

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

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

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

The Recipient agrees to draw grant funds at least quarterly.

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

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

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

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

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

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

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

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

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment 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.

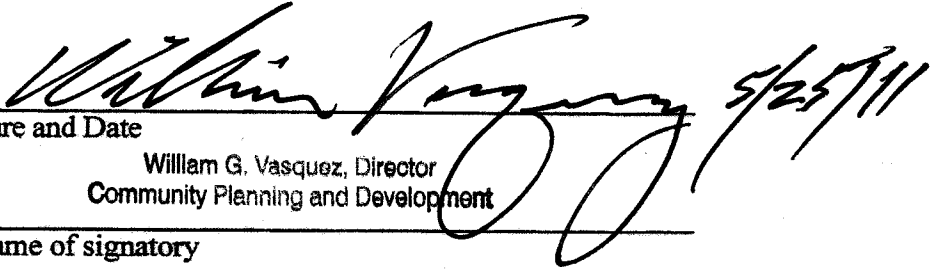
Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20-year period from the date of initial occupancy.

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

SIGNATURES

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

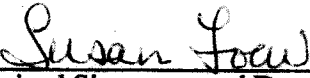
Title

RECIPIENT

County of Riverside, Department of Public Social Services

Name of Organization

By:


Authorized Signature and Date


5/16/11

Susan Loew

Print name of signatory

Director, County of Riverside Department of Public Social Services

Title

FORM APPROVED COUNTY COUNSEL
BY: 
LARISA R-MCKENNA
DATE: 7/8/11

ATTACHMENT A

- 1. The recipient is County of Riverside.**
- 2. HUD's total fund obligation for this project is \$792,383, which shall be allocated as follows:**

Acquisition \$0

Rehabilitation \$0

New Construction \$0

Leasing \$107,508

Supportive services \$150,932

Operating costs \$415,991

HMIS \$80,220

Administration \$37,732

- 3. Although this agreement will become effective only upon the execution hereof by both parties, the term of this agreement shall run for a period of 24 months, unless the grant includes funds for acquisition, construction or rehabilitation, in which case the term of this grant agreement shall run for a period of 27 months.**

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

4.* Balance of grant funds remaining: _____

***These funds will be recaptured by the Fort Worth Accounting Center in order that they can be used in future homeless assistance funding rounds.**

(Note: Grantees which spent funds for acquisition, rehabilitation, or new construction through the Supportive Housing Demonstration Program (SHDP) or Supportive Housing Program (SHP) are required by law to continue to use the assisted facilities for the benefit of homeless persons for up to 20 years following the date of initial assistance. Therefore, notwithstanding this Grantee Closeout Certification, grantees failing to comply with this requirement shall be required to repay all or a portion of the grant amount, as stipulated in the appropriate regulation.)

Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

William G. Vasquez

Typed Name of Signatory

Typed Name of Signatory

Director, Office of Community Planning and
Development

Title

Title

The above signature by HUD signifies approval of grant closeout.

Please note: Certification forms not returned within 60 days will be processed with the CPD Director's signature only and funds remaining recaptured without further HUD notification.



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: CA0673B9D081003
Project Name: CA-608 - REN - CoR Homeless Street Outreach Program
Total Award Amount: \$216,871
Component: SSO
Recipient: Riverside City & County CoC
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: 9/1/2011
Project Location(s): 3900 Main Street, Riverside, CA 92522

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:

Signature and Date

William Vasquez 5/16/11

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 5/3/11

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*
LARISA R-MCKENNA

6/8/11
DATE

ATTACHMENT A

1. The Recipient is Riverside City & County CoC.
2. HUD's total fund obligation for this project is \$216,871, which shall be allocated as follows:

a. Leasing	\$0
b. Supportive services	\$206,545
c. Operating costs	\$0
d. HMIS	\$1,280
e. Administration	\$9,046

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.

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

4.* Balance of grant funds remaining: _____

***These funds will be recaptured by the Fort Worth Accounting Center in order that they can be used in future homeless assistance funding rounds.**

(Note: Grantees which spent funds for acquisition, rehabilitation, or new construction through the Supportive Housing Demonstration Program (SHDP) or Supportive Housing Program (SHP) are required by law to continue to use the assisted facilities for the benefit of homeless persons for up to 20 years following the date of initial assistance. Therefore, notwithstanding this Grantee Closeout Certification, grantees failing to comply with this requirement shall be required to repay all or a portion of the grant amount, as stipulated in the appropriate regulation.)

Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

William G. Vasquez

Typed Name of Signatory

Director, Office of Community Planning and
Development

Title

Title

Title

The above signature by HUD signifies approval of grant closeout.

Please note: Certification forms not returned within 60 days will be processed with the CPD Director's signature only and funds remaining recaptured without further HUD notification.



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: CA0935B9D081001
Project Name: CA-608 - REN - Desert SafeHaven Permanent Housing
Total Award Amount: \$476,070
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: 02/01/2011
Project Location(s): 769 Blaine Street, Suite B

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:

Signature and Date

William Vasquez 5/16/11
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 4/28/11
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

LRM
LARISA R-MCKENNA

7/8/11
DATE

ATTACHMENT A

1. The Recipient is County of Riverside.
2. HUD's total fund obligation for this project is \$476,070, which shall be allocated as follows:

a. Leasing	\$0
b. Supportive services	\$107,600
c. Operating costs	\$344,400
d. HMIS	\$1,400
e. Administration	\$22,670

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.

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

4.* Balance of grant funds remaining: _____

***These funds will be recaptured by the Fort Worth Accounting Center in order that they can be used in future homeless assistance funding rounds.**

(Note: Grantees which spent funds for acquisition, rehabilitation, or new construction through the Supportive Housing Demonstration Program (SHDP) or Supportive Housing Program (SHP) are required by law to continue to use the assisted facilities for the benefit of homeless persons for up to 20 years following the date of initial assistance. Therefore, notwithstanding this Grantee Closeout Certification, grantees failing to comply with this requirement shall be required to repay all or a portion of the grant amount, as stipulated in the appropriate regulation.)

Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

William G. Vasquez

Typed Name of Signatory

Director, Office of Community Planning and
Development

Title

Title

The above signature by HUD signifies approval of grant closeout.

Please note: Certification forms not returned within 60 days will be processed with the CPD Director's signature only and funds remaining recaptured without further HUD notification.



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: CA0677B9D081003
Project Name: CA-608 - REN - Outreach Desert Expansion
Total Award Amount: \$136,166
Component: SSO
Recipient: Riverside City & County CoC
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: 2/1/2011
Project Location(s): 640 N. State Street, Hemet, CA 92543

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.

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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).

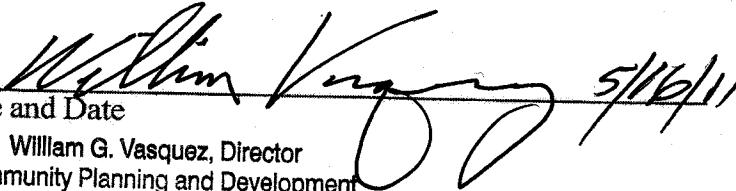
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SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

 5/16/11
Signature and Date

William G. Vasquez, Director
Community Planning and Development

Print name of signatory

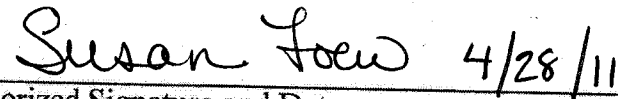
Title

RECIPIENT

County of Riverside, Department of Public Social Services

Name of Organization

By:

 4/28/11
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:

 7/8/11
LARISA R-MCKENNA

DATE

ATTACHMENT A

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

a. Leasing	\$8,320
b. Supportive services	\$126,100
c. Operating costs	\$0
d. HMIS	\$1,746
e. Administration	\$0

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of 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.

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

4.* Balance of grant funds remaining: _____

***These funds will be recaptured by the Fort Worth Accounting Center in order that they can be used in future homeless assistance funding rounds.**

(Note: Grantees which spent funds for acquisition, rehabilitation, or new construction through the Supportive Housing Demonstration Program (SHDP) or Supportive Housing Program (SHP) are required by law to continue to use the assisted facilities for the benefit of homeless persons for up to 20 years following the date of initial assistance. Therefore, notwithstanding this Grantee Closeout Certification, grantees failing to comply with this requirement shall be required to repay all or a portion of the grant amount, as stipulated in the appropriate regulation.)

Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

William G. Vasquez

Typed Name of Signatory

Director, Office of Community Planning and
Development

Title

Title

The above signature by HUD signifies approval of grant closeout.

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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: CA0675B9D081003
Project Name: CA-608 - REN - Men's Permanent Housing
Total Award Amount: \$89,373
Component: PH
Recipient: Riverside City & County CoC
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: 2/1/2011
Project Location(s): 769 Blaine Street, Suite B, Riverside, CA 92507

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.

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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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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.

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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).

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SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: *William Vasquez* 5/16/11
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* 5/3/11
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: *JRM* 7/8/11
LARISA R-MCKENNA DATE

ATTACHMENT A

1. The Recipient is Riverside City & County CoC.
2. HUD's total fund obligation for this project is \$89,373, which shall be allocated as follows:

a. Leasing	\$66,924
b. Supportive services	\$15,340
c. Operating costs	\$6,400
d. HMIS	\$709
e. Administration	\$0

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of 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.

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

4.* Balance of grant funds remaining: _____

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Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

William G. Vasquez

Typed Name of Signatory

Director, Office of Community Planning and
Development

Title

Title

The above signature by HUD signifies approval of grant closeout.

Please note: Certification forms not returned within 60 days will be processed with the CPD Director's signature only and funds remaining recaptured without further HUD notification.



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: CA0684B9D081003
Project Name: CA-608 - REN - Women's Permanent Housing
Total Award Amount: \$72,654
Component: PH
Recipient: Riverside City & County CoC
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: 12/1/2011
Project Location(s): 769 Blaine St, Suite B, Riverside, CA 92507 _____

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:

Signature and Date

William Vasquez 9/16/11
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 4/28/11
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 *mm*
LARISA R-MCKENNA

7/8/11
DATE

ATTACHMENT A

1. The Recipient is Riverside City & County CoC.
2. HUD's total fund obligation for this project is \$72,654, which shall be allocated as follows:

a. Leasing	\$40,154
b. Supportive services	\$22,700
c. Operating costs	\$9,091
d. HMIS	\$709
e. Administration	\$0

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of 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.

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

4.* Balance of grant funds remaining: _____

***These funds will be recaptured by the Fort Worth Accounting Center in order that they can be used in future homeless assistance funding rounds.**

(Note: Grantees which spent funds for acquisition, rehabilitation, or new construction through the Supportive Housing Demonstration Program (SHDP) or Supportive Housing Program (SHP) are required by law to continue to use the assisted facilities for the benefit of homeless persons for up to 20 years following the date of initial assistance. Therefore, notwithstanding this Grantee Closeout Certification, grantees failing to comply with this requirement shall be required to repay all or a portion of the grant amount, as stipulated in the appropriate regulation.)

Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

William G. Vasquez

Typed Name of Signatory

Director, Office of Community Planning and Development

Title

Title

The above signature by HUD signifies approval of grant closeout.

Please note: Certification forms not returned within 60 days will be processed with the CPD Director's signature only and funds remaining recaptured without further HUD notification.



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: CA0683C9D081003
Project Name: CA-608 - REN - Shelter Plus Care Consolidated All County
Total Award Amount: \$523,248
Number of Units: 41
Component: TRA
Recipient: Riverside City & County CoC
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: 6/17/2011
Project Location(s): 5555 Arlington Avenue, Riverside, CA 92504_____

2010 SHELTER PLUS CARE RENEWAL AGREEMENT

This 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 Exhibit 2.

This Agreement will be governed by Subtitle F of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the Act); the HUD Shelter Plus Care Program final rule codified at 24 CFR 582 ("the Rule"), which is attached hereto and made a part hereof as Exhibit 1, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the General Section of the NOFA, which was published June 11, 2010 at 75 FR 33323. 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 terms "Grant" or "Grant Funds" mean the funds for rental assistance that are provided under this Agreement. The term "Application" means the application submission on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions (including the application submissions for grants being consolidated in this agreement). The Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Shelter Plus Care Agreement shall control.

The following are attached hereto and made a part hereof:

- Exhibit 1 - The Shelter Plus Care Program Rule
- Exhibit 2 - for Tenant-based Rental Assistance
- Exhibit 3 - for Project-based Rental Assistance
- Exhibit 4 - for Sponsor-based Rental Assistance
- Exhibit 5 - for Section 8 Moderate Rehabilitation for Single Room Occupancy
- Exhibit 5A - Subgrant for the Administration of Rental Assistance (for SRO)

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement.

Recipient agrees to conduct an ongoing assessment of the rental assistance and supportive services required by the participants in the program; to assure the adequate provisions of supportive services to the participants in the program; to be responsible for overall administration of this grant, including overseeing any sub-recipients, contractors and subcontractors; and to comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants for program monitoring and evaluation purposes), as the Secretary may establish for purposes of carrying out the program in an effective and efficient manner.

The recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with S+C funds.

Recipient agrees to draw Grant Funds for and to make rental assistance payments on behalf of eligible program participants at least quarterly.

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act, Rule, any material breach of the Agreement, failure to expend Grant Funds in a timely manner, or misrepresentations in the Application submissions that, if known by HUD, would have resulted in a 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;
- (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;
- (c) direct Recipient to establish and maintain a management plan that assigns responsibility for carrying out remedial actions;

- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
- (e) reduce or recapture the grant;
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program;
- (g) continue the Grant with a substitute Recipient selected by HUD;
- (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 omissions by HUD in exercising any right or remedy available to it under the 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 at 2 CFR part 25) and Appendix A to Part 170 of *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 Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, Recipient shall not change sponsor or population to be served without the prior approval of HUD. No right, benefit, or advantage of the Recipient or Sponsor hereunder may be assigned without prior written approval of HUD. The effective date of the Agreement shall be _____.

Execution of this Agreement terminates any S+C Amendment and Extension Agreement executed by the parties, as of the effective date of this Agreement. (Where more than one grant is being consolidated, execution of this Agreement terminates the Grant Agreements for the grants identified in the attached exhibits, as of the effective date of this agreement.)

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Continuum of Care Grantee Closeout Certification

Grantee Name: _____

Grant Number: _____

Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable Grant award statute and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflect costs and sources of funds of the reference project grant(s) and are taken from HUD-approved reports and other project-related documents.

1. Grant amount authorized: _____

2. Cumulative grant funds disbursed: _____

(Grantee should draw down amounts for any subsequent final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)

3. Grant funds already recaptured/de-obligated: _____

*4. Balance of grant funds remaining _____

***These funds will be recaptured by the Fort Worth Accounting Center in order that they can be used in future homeless assistance funding rounds.**

(Note: Grantees which spent funds for acquisition, rehabilitation, or new construction through the Supportive Housing Demonstration Program (SHDP) or Supportive Housing Program (SHP) are required by law to continue to use the assisted facilities for the benefit of homeless persons for up to 20 years following the date of initial assistance. Therefore, notwithstanding this Grantee Closeout Certification, grantees failing to comply with this requirement shall be required to repay all or a portion of the grant amount, as stipulated in the appropriate regulation.)

Grantee Authorized Representative Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

William Vasquez

Typed Name of Signatory

Title

CPD Division Director Signature

The above signature by HUD signifies approval of grant closeout.

Please note: Certification forms not returned within 60 days will be processed with the CPD Director's signature only and funds remaining recaptured without further HUD notification.