

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



ITEM: 10.1
(ID # 13028)

MEETING DATE:

Tuesday, September 29, 2020

FROM: HOUSING AUTHORITY:

SUBJECT: HOUSING AUTHORITY: Ratify and Approve FY 2019-2020 Housing Opportunities for Persons with AIDS – CARES Act Allocation (HOPWA-CV) Agreement For Additional Funding between the Housing Authority of the County of Riverside and the City of Riverside; All Districts [\$225,196 – 100% CARES Act Funds]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Ratify and approve the attached FY 2019-2020 Housing Opportunities for Persons with AIDS – CARES Act Allocation (HOPWA-CV) Agreement (Agreement) including all exhibits, between the Housing Authority of the County of Riverside (Authority) and the City of Riverside (City) awarding the Authority \$225,196 additional CARES Act HOPWA funds;
2. Authorize the Authority's Executive Director, or designee, to execute the attached Agreement on behalf of the County; and
3. Authorize the Authority's Executive Director, or designee, to (a) take all necessary steps to implement the Agreement, including but not limited to, signing subsequent necessary and relevant documents, and (b) approve subsequent amendments to the Agreement, including but not limited to, amendments that result in an increase in the award of HOPWA funds from the City of Riverside to the Authority, subject to approval as to form by County Counsel.

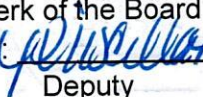
ACTION:


Heidi Marshall, Director, Housing, Homelessness Prevention 8/21/2020

MINUTES OF THE BOARD OF COMMISSIONERS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 29, 2020
xc: Housing Authority, EO

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|-------------------------------|---------------------|
| COST | \$225,196 | \$0 | \$225,196 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 100% Federal Funds | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 19/20 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

CARES Act Award of HOPWA Funds

The U.S. Department of Housing and Urban Development (HUD) sponsors a program entitled Housing Opportunities for Persons with AIDS (HOPWA). This program provides localities with financial resources to devise long-term comprehensive strategies for meeting the housing needs of low-income, HIV positive individuals and their families.

This supplemental award from the Coronavirus Aid, Relief, and Economic Security (CARES) Act provides additional funding for HOPWA grantees which is separate from the annual HOPWA funding allocation the Housing Authority normally receives. The funds will be used to maintain operations, and for rental assistance, supportive services, and other necessary actions, in order to prevent, prepare for, and respond to the Coronavirus. The City of Riverside (City), as grantee for the Riverside-San Bernardino County service area, has awarded the Authority of the County of Riverside (Authority) \$225,196.00 in additional CARES Act funds.

The Authority has administered the HOPWA program for 19 years. As Project Sponsor, the Authority plans, coordinates and monitors HOPWA services for eligible Riverside County residents. Such services, include tenant based rental assistance; project based rental assistance; short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance. The new agreement between the City and Authority is memorialized in the proposed FY 2019-2020 Housing Opportunities for Persons with AIDS – CARES Act Allocation (HOPWA-CV) Agreement (Agreement), attached hereto, which sets forth the terms for administration of these additional CARES Act funds.

Staff recommends that the Board of Commissioners approve the attached Agreement. The attached Agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

Low-income residents of Riverside County affected by HIV/AIDS will have access to additional housing services and support services through funding provided by the HOPWA agreements. These services are designed to increase the effectiveness of HIV treatment regimens and reduce occurrences of new infections.

SUPPLEMENTAL:

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

Additional Fiscal Information

No impact upon the County's General Fund 100% Federal Funds.

ATTACHMENTS:

- A. Letter from City
- B. FY 2019-2020 Housing Opportunities for Persons with AIDS – CARES Act Allocation (HOPWA-CV) Agreement



Marcus Maltese

9/21/2020



Gregory H. Priamos, Director County Counsel

9/17/2020

**FY 2019-2020 HOUSING OPPORTUNITIES FOR
PERSONS WITH AIDS – CARES ACT ALLOCATION (HOPWA-CV) AGREEMENT**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City", and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity corporate and politic, located at 5555 Arlington Avenue, Riverside, CA 92504, hereinafter referred to as "Authority" or with reference to the following:

RECITALS

A. The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136, was signed by President Donald J. Trump on March 27, 2020, and made available Fifty-Three Million Seven Hundred Thousand Dollars (\$53,700,000) in additional U.S. Department of Housing and Urban Development ("HUD") Housing Opportunities for Persons with Aids (HOPWA) funds to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families, for the purpose of preparing for and responding to the coronavirus ("COVID-19") pandemic.

B. The first allocation of HOPWA-CV funds was based on the fiscal year 2019-2020 entitlement formula, pursuant to which the City received an allocation of HOPWA-CV funds in the amount of Four Hundred Seventy-Nine Thousand One Hundred Thirty-Nine Dollars (\$479,139) ("HOPWA-CV Allocation") for the City's fiscal year 2019-2020 Housing Opportunities for Persons with AIDS program ("HOPWA-CV Program").

C. Following a public hearing on May 26, 2020, the City Council of the City has approved an allocation not to exceed Two Hundred Twenty-Five Thousand One Hundred Ninety-Six Dollars (\$225,196) from its HOPWA-CV Allocation to the Authority to support the Authority's HOPWA program ("Grant Funds").

D. The City and Authority agree that Authority shall implement the HOPWA-CV Program consistent with the City's Grant Application and Authority agrees to act as a project sponsor of this program for the period named in the grant award allowing for a full expenditure of fiscal year 2019-2020 HOPWA-CV funds during the period of July 1, 2020, through June 30, 2021, with the option by the Authority to extend the term an additional two (2) years.

E. Parties intend this Agreement to set forth Authority's obligations under the Act, HOPWA-CV Program, and all other regulations of HUD pertaining to HOPWA (24 CFR 570, et seq.) and HOPWA-CV funding.

NOW, THEREFORE, the parties hereto agree as follows:

1. The City will contract with the Authority to implement the HOPWA-CV Program

and coordinate and sponsor the program within the County of Riverside as set forth in the Scope of Services, attached hereto as Exhibit "A."

2. The Authority and its Key Personnel identified in Exhibit "D", attached hereto and incorporated herein, agree to contract with appropriate agencies as contractors (the "Contractors") to fulfill the obligations of the HOPWA-CV Program and to coordinate and sponsor the program to benefit eligible persons who reside within the County of Riverside. As coordinator and sponsor of the program, the Authority will ensure that the Contractor(s) named by the Authority shall perform all services under this program in accordance with the conditions as described in the grant award from HUD to the City. All services shall also be performed in accordance with the rules and regulations set forth in 24 CFR Chapter V, Part 574, as may be amended, HUD's Memorandum regarding Coronavirus Aid, Relief, and Economic Security Act Implementation Instructions and Related Flexibilities for the Housing Opportunities for Persons with Aids Program, and HUD/HOPWA-CV Certifications, all attached hereto as Exhibit "C", and the Federal Funding Accountability and Transparency Act (FFATA) attached hereto as Exhibit "F", all of which are incorporated herein by this reference.

3. By executing this Agreement, Authority certifies that Authority is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Authority shall carry the insurance or provide for self-insurance required by California law to protect said Authority from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Authority shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Authority is self-insured for such coverage, or (2) a certified statement that Authority has no employees, and acknowledging that if Authority does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

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

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

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

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

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

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

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

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

The insurance requirements stated in this section may be satisfied by Authority by providing proof of self-insurance acceptable to the City.

5. The Authority agrees to indemnify, defend, and hold harmless the City and their authorized agents, officers, and employees against any and all claims or actions arising from the Authority's willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by Authority and for any costs or expenses incurred by the Authority or City on account of any claim therefor.

6. The City agrees to indemnify, defend, and hold harmless the Authority and their authorized agents, officers, and employees against any and all claims arising from the City's willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by City and for any costs or expenses incurred by the Authority on account of any claims therefore.

7. The Authority agrees to provide City with all the documentation required by HUD for the HOPWA-CV Program upon City's request.

8. The Authority shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the requirements of the AIDS Housing Act and its regulations and specifically shall prepare and maintain the following records and reports to assist the City in maintaining its records keeping requirements:

A. Records:

- (i) Documentation of the income level as defined by the HUD Guidelines, and the number of persons and/or families participating in or benefiting by the Authority's program.
- (ii) Documentation of all HOPWA-CV funds received from the City.
- (iii) Documentation of expenses as identified in the Authority's Fiscal Year 2019-2020 Project Budget, attached hereto as Exhibit "B" and incorporated by this reference, along with any adjustments, as approved by City.
- (iv) Authority must maintain current and accurate data on race and ethnicity of program participants (Sec. 574.530 Record keeping).
- (v) Any other related records as City shall require.

B. Reports:

- (i) Quarterly reports to the City of Riverside regarding the use of HOPWA-CV funds by the Contractors as provided herein. Reports are due October 15, 2020 (1st Quarter), January 15, 2021 (2nd Quarter), April 15, 2021 (3rd Quarter), and July 15, 2021 (4th Quarter).
- (ii) Any such other reports as City shall reasonably require.

9. The Authority's records shall be open to inspection and audit by the authorized representatives of the City, HUD and the Comptroller General during regular working hours. Said records shall be retained for such time as may be required by the regulations of the AIDS Housing Act, but in no case for less than five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which City or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims or exceptions.

10. All terms and conditions in this Agreement shall commence on July 1, 2020, and shall terminate when all program funds have been expended, or no later than June 30, 2021. In the event the funds allocated hereunder are not fully expended by such date, this Agreement and all its terms and conditions may be automatically extended for an additional period of two (2) years upon prior written approval of the City Development Director.

11. In the event the Authority fails to provide coordination and the sponsorship as set forth in the attached documents, particularly 24 CFR Part 574 Subparts D through G, the City shall, upon thirty (30) days' written notice to the Authority, terminate this HOPWA-CV

Agreement.

12. The City agrees to reimburse the Authority for payment made to Contractors under the HOPWA-CV Program consistent with the agreement(s) between the Authority and Contractor(s). Payments to Contractors eligible for reimbursement by the City shall not exceed the amount of Two Hundred Twenty-Five Thousand One Hundred Ninety-Six Dollars (\$225,196). As authorized by HUD, the Authority may bill the City an amount not to exceed Twenty-Two Thousand Five Hundred Nineteen Dollars (\$22,519) for administrative costs associated with sponsorship of the HOPWA-CV Program within Riverside County. The maximum amount payable under this Agreement shall be Two Hundred Twenty-Five Thousand One Hundred Ninety-Six Dollars (\$225,196). All payments to the Authority will be made on a reimbursement basis for actual expenses incurred by Contractors or the Authority as outlined above.

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

14. The individual(s) listed in Exhibit "E", Corporate Signatures Certification, attached hereto and incorporated herein, executing this Agreement and the instruments referenced herein on behalf of the Authority each represent and warrant that they have the legal power, right and actual authority to bind the Authority to the terms and conditions hereof and thereof.

15. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Fiscal Year 2019-2020 Project Budget
- Exhibit "C" - 24 CFR Chapter V, Part 574 and HUD/HOPWA-CV Certifications
- Exhibit "D" - Key Personnel
- Exhibit "E" - Corporate Signatures Certification
- Exhibit "F" - Federal Funding Accountability and Transparency Act (FFATA)
- Exhibit "G" - HUD's Instructions for HOPWA-CV

(Signatures on Following Page)

This Agreement is hereby executed on behalf of the parties as follows:

CITY OF RIVERSIDE, a California
Charter city and municipal corporation

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

By: _____
City Manager

By: _____
Carrie Harmon,
Executive Director

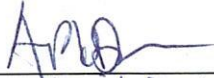
Date: _____

Date: _____

Attest: _____
City Clerk

APPROVED AS TO FORM
Gregory P. Priamos
County Counsel

Date: _____

By:  _____
Name: Amrit Dhillon
Deputy County Counsel

Certified as to Availability of Funds:

By: _____
CFO/Treasurer

APPROVED AS TO FORM:

By: _____
Lauren M. Sanchez
Deputy City Attorney

EXHIBIT "A"

Scope of Services

EXHIBIT "A"
SCOPE OF SERVICES

2020 HOPWA - CV Funding
Housing Opportunities for Persons with AIDS (HOPWA) Funding

Services Provided

Households Served

The FAP projects the following number of clients per service category:

| | Continuing Clients | New Clients | Total |
|--|--------------------|-------------|------------|
| Tenant Based Rental Assistance (TBRA) | 0 | 0 | 0 |
| Project Based Rental Assistance | 0 | 0 | 0 |
| Project Based HOPWA Acquisition | 0 | 0 | 0 |
| Emergency Housing (Hotel/Motel) | 0 | 6 | 6 |
| Short Term Rental/Mortgage/Utility Assistance | | | |
| <i>Desert AIDS Project</i> | 0 | 12 | 12 |
| <i>Catholic Charities</i> | 0 | 0 | 0 |
| <i>Foothill AIDS Project</i> | 0 | 15 | 15 |
| Total STRMU | 0 | 27 | 27 |
| Supportive Services | | | |
| <i>Desert AIDS Project</i> | 0 | 27 | 27 |
| <i>Catholic Charities</i> | 0 | 0 | 0 |
| <i>Foothill AIDS Project</i> | 0 | 25 | 25 |
| <i>TruEvolution</i> | 0 | 36 | 36 |
| Total Supportive Services | 0 | 88 | 88 |
| Permanent Housing Placement | | | |
| <i>Desert AIDS Project</i> | 0 | 15 | 15 |
| <i>Catholic Charities</i> | 0 | 0 | 0 |
| <i>Foothill AIDS Project</i> | 0 | 10 | 10 |
| Total Permanent Housing Placement | 0 | 25 | 25 |
| Housing Information Services | 0 | 146 | 146 |

How Funds Will be Expended How Funds Will be Expended

- STRMU, Supportive Services, Emergency Motel Vouchers, and Permanent Housing Placement will be provided by HACR and subcontracted to local services providers to ensure that clients have a choice when accessing HOPWA services. A total of \$202,677 has been allocated to these services which will to serve approximately 146 new unduplicated clients.
- Finally, \$22,519 has been allocated for administrative costs specific to the HOPWA program.

Office Locations

Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

EXHIBIT "A"
SCOPE OF SERVICES

- Finally, \$22,519 has been allocated for administrative costs specific to the HOPWA program.

Office Locations

Housing Authority of the County of Riverside

5555 Arlington Avenue

Riverside, CA 92504

Desert AIDS Project

1695 N. Sunrise Way

Palm Springs, CA 92262

Foothill AIDS Project (main office)

233 West Harrison Avenue,

Claremont, CA 91711

TruEvolution

4164 Brockton Ave. Ste. A

Riverside, CA 92501

EXHIBIT "B"

Fiscal Year 2019-2020 Project Budget

| Exhibit B | | | |
|--------------------------------|--|---|---------------------|
| RIVERSIDE COUNTY HOPWA PROGRAM | | | |
| Budget FY CARES FUNDS | | | |
| Expense Category | | | |
| Housing Assistance | | | |
| | Tenant Based Rental Assistance | | |
| | Permanent Supportive Housing (Project Based) | | |
| | STRMU | | |
| | | DAP | \$30,000.00 |
| | | FAP | \$16,245.65 |
| | Emergency/Motel Vouchers- Tru Evolution | | \$10,000.00 |
| | Total Housing Assistance | | \$56,245.65 |
| Supportive Services | | | |
| | Personnel | | |
| | | HA - Essential Services & Supplies (food, hygiene supplies, etc.) | \$4,000.00 |
| | | DAP-Case Mgr, CM Assistant, Supplies, Bens | \$37,431.35 |
| | | FAP-Case Mgr, CM Assistance, Supplies, Bens | \$0.00 |
| | | Tru-Evolution | \$70,000.00 |
| | Total Supportive Services | | \$111,431.35 |
| Permanent Housing PI | | | |
| | Move-In/Security | | |
| | | FAP | \$15,000.00 |
| | | DAP | \$20,000.00 |
| | Total Permanent Housing | | \$35,000.00 |
| Housing Information | | | |
| | Housing Coordinator, Housing Specialist @ 100% | | |
| | Total | | \$0.00 |
| Administration | | | |
| | Don Alan @ 2% (Audit and Reconciliations) | | \$2,451.00 |
| | Ivy Sosa @ 5% (Billings) | | \$4,933.00 |
| | Marcus Dillard @ 7% (Project Leader) | | \$7,427.28 |
| | Payroll Fees (Worker's Comp, HR Fees, etc.) | | \$403.70 |
| | Office Rent | | \$183.24 |
| | Legal | | \$0.00 |
| | Newspaper Advertisement for RFP | | \$0.00 |
| | Travel (\$3,600 vehicle rental and \$1,200 fuel) | | \$0.00 |
| | Audit | | \$0.00 |
| | Miscellaneous (Computers 2K each) | | \$7,120.78 |
| | | Limited to 10% of Budget Total | \$22,519.00 |
| | Total Budget/Expenses | | \$225,196.00 |

EXHIBIT "C"

24 CFR Chapter V, Part 574 and HUD/HOPWA-CV Certifications

§ 574.130

24 CFR Ch. V (4-1-03 Edition)

provided under this part. In allocating grant amounts among eligible activities, the EMBA's applicant shall address needs of eligible persons who reside within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

(50 FR 1917, Jan. 5, 1995)

§ 574.130 Formula allocations.

(a) *Data sources.* HUD will allocate funds based on the number of cases of acquired immunodeficiency syndrome reported to and confirmed by the Director of the Centers for Disease Control, and on population data provided by the U.S. Census. The number of cases of acquired immunodeficiency syndrome used for this purpose shall be the number reported as of March 31 of the fiscal year immediately preceding the fiscal year for which the amounts are appropriated and allocated.

(b) *Distribution of appropriated funds for entitlement awards.* (1) Seventy-five percent of the funds allocated under the formula is distributed to qualifying cities and eligible States, as described in § 574.100, based on each metropolitan statistical area's or State's proportionate share of the cumulative number of AIDS cases in all eligible metropolitan statistical areas and eligible States.

(2) The remaining twenty-five percent is allocated among qualifying cities, but not States, where the per capita incidence of AIDS for the year, April 1 through March 31, preceding the fiscal year of the appropriation is higher than the average for all metropolitan statistical areas with more than 500,000 population. Each qualifying city's allocation reflects its EMBA's proportionate share of the high incidence factor among EMBA's with higher than average per capita incidence of AIDS. The high incidence factor is computed by multiplying the population of the metropolitan statistical area by the difference between its twelve-month-per-capita-incidence rate and the average rate for all metropolitan statistical areas with more than 500,000 population. The EMBA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all

EMBA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than \$200,000. Therefore, if the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than \$200,000, the amount allocated to that entity is increased to \$200,000 and allocations to entities in excess of \$200,000 are proportionately reduced by the amount of the increase.

§ 574.190 Reallocation of grant amounts.

If an eligible State or qualifying city does not submit a consolidated plan in a timely fashion, in accordance with 24 CFR part 91, that provides for use of its allocation of funding under this part, the funds allocated to that jurisdiction will be added to the funds available for formula allocations to other jurisdictions in the current fiscal year. Any formula funds that become available as a result of deobligations or the imposition of sanctions as provided for in § 574.543 will be added to the funds available for formula allocations in the next fiscal year.

(57 FR 61740, Dec. 23, 1992, as amended at 60 FR 1819, Jan. 5, 1995)

Subpart C—Competitive Grants

§ 574.200 Amounts available for competitive grants.

(a) The Department will set aside 10 percent of the amounts appropriated under this program to fund on a competitive basis:

(1) Special projects of national significance; and

(2) Other projects submitted by States and localities that do not qualify for formula grants.

(b) Any competitively awarded funds that become available as a result of deobligations or the imposition of sanctions, as provided in § 574.540, will be added to the funds available for competitive grants in the next fiscal year.

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in

response to a Notice of Funding Availability published in the FEDERAL REGISTER. All States and units of general local government and nonprofit organizations are eligible to apply for competitive grants to fund projects of national significance. Only those States and units of general local government that do not qualify for formula allocations are eligible to apply for competitive grants to fund other projects.

(d) If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

[57 FR 61740, Dec. 23, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

§ 574.310 Eligible applicants.

(a) All States, units of general local government, and nonprofit organizations, may apply for grants for projects of national significance.

(b) Only those States and units of general local government that do not qualify for formula grants, as described in § 574.100; may apply for grants for other projects as described in § 574.200(a)(2).

(c) Except for grants for projects of national significance, nonprofit organizations are not eligible to apply directly to HUD for a grant but may receive funding as a project sponsor under contract with a grantee.

§ 574.340 Application requirements.

Applications must comply with the provisions of the Department's Notice of Funding Availability (NOFA) for the fiscal year published in the FEDERAL REGISTER in accordance with 24 CFR part 12. The rating criteria, including the point value for each, are described in the NOFA, including criteria determined by the Secretary.

[61 FR 7963, Feb. 29, 1996]

§ 574.360 Amendments.

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and

approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

(2) For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with § 574.510.

(Approved by the Office of Management and Budget under control number 2506-0133)

Subpart D—Uses of Grant Funds

§ 574.300 Eligible activities.

(a) *General.* Subject to applicable requirements described in §§ 574.310, 574.320, 574.330, and 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by § 574.510(a), must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

(b) *Activities.* The following activities may be carried out with HOPWA funds:

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;

(2) Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives);

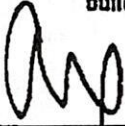
HOPWA Certifications

The HOPWA grantee certifies that:

Activities – Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building – Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



4/27/16

Signature/Authorized Official

Date

Deputy Director, Community & Economic Development Department

Title

EXHIBIT "D"

Key Personnel

HOPWA - CV Subrecipient Agreement 2020

EXHIBIT D

KEY PERSONNEL

Organization: Riverside County Housing Authority

The following "key personnel" are assigned to perform portions of the Services or supervise the performance of Services for the HOPWA funded project activities identified herein:

| Position | Name of Employee |
|-----------------------|--------------------|
| Executive Director | Carrie Harmon |
| Housing Specialist II | Marcus Dillard |
| HOPWA Coordinator | Lindsay Sisti |
| Housing Specialist I | Joshua Tomaszewski |
| Fiscal Manager | Esmeralda Oviedo |
| Inspector | Daniel Rubin |

EXHIBIT "E"

Corporate Signatures Certification

HOUSING AUTHORITY: Ratify and approve the Fiscal Year 2020-2021 Housing Opportunity for Persons with AIDS (HOPWA) Agreement between the Housing Authority of the County of Riverside and the City of Riverside; All Districts [\$225,196], CARES Act HOPWA Funds 100%;

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the attached Fiscal Year 2020-2021 Housing Opportunity for Persons with AIDS (HOPWA) Agreement (Agreement) including all exhibits, between the Housing Authority of the County of Riverside (Authority) and the City of Riverside, (City) awarding the Authority \$225,196 in CARES Act HOPWA funds to implement the HOPWA program within the County of Riverside during the period July 1, 2020 through June 30, 2021, with the option by the Authority to extend the term an additional twenty-four (24) months;
2. Authorize the Authority Executive Director, or designee, to execute the attached Agreement; and
3. Authorize the Authority Executive Director, or designee, to (a) execute subcontracts with any HOPWA Service Providers, substantially conforming in form and substance to the HOPWA subcontract template previously approved; (b) take all necessary steps to implement the HOPWA Contract and subcontracts, including but not limited to, signing subsequent necessary and relevant documents, and (c) approve any subsequent amendments to the HOPWA Contract and subcontracts, including, but not limited to, amendments that result in an increase in the award of HOPWA funds from the City of Riverside to the Authority, subject to approval by County Counsel.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|-------------------------------|---------------------|
| COST | \$225,196 | \$0 | \$225,196 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 100% Federal Funds | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 20/21 | |

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

Annual Award of HOPWA Funds

The U.S. Department of Housing and Urban Development (HUD) sponsors a program entitled Housing Opportunities for Persons with AIDS (HOPWA). This program provides localities with financial resources to devise long-term comprehensive strategies for meeting the housing needs of low-income, HIV positive individuals and their families.

The City of Riverside (City), as grantee for the Riverside-San Bernardino County service area, has awarded the Housing Authority of the County of Riverside (Authority) \$225,196.00 in CARES

Act funds to serve as the HOPWA Project Sponsor for Riverside County. The Authority has administered the HOPWA program for 19 years. As Project Sponsor, the Authority plans, coordinates and monitors HOPWA services for eligible Riverside County residents. Such services include: tenant based rental assistance; project based rental assistance; short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance. The agreement between the City and Authority is memorialized in the proposed Fiscal Year 2020-21 Housing Opportunity for Persons with AIDS (HOPWA) Agreement (Agreement), attached hereto as Attachment "A", which sets forth the terms for administration of the HOPWA funds for fiscal year 2020-2021.

In order to ensure that HOPWA program services remain available to vulnerable low-income HIV positive individuals and their families, HOPWA program costs for fiscal year 2020-2021 have already been incurred and covered by alternate funding sources including unspent HOPWA funds from prior fiscal years and the Authority's unrestricted administrative funds. As such, ratification of the Agreement is requested. These HOPWA program costs were included in the Authority's approved fiscal year 2020-21 budget. The Authority will be reimbursed by the City for HOPWA program costs incurred by the Authority upon execution of the attached proposed Agreement.

Staff recommends that the Board of Commissioners (Board) ratify and approve the attached Agreement. The attached Agreement has been approved as to form by County Counsel.

HOPWA Contracts with Local Service Providers

The proposed HOPWA Agreement with the City allows the Authority to contract with local service providers to administer HOPWA services within the County. Contracted HOPWA services include: supportive services to ensure successful housing outcomes; project-based rental assistance; short term assistance with rent, mortgage and utilities; and housing information services. The Authority will issue a Request for Proposals (RFP) to secure such service providers during this fiscal year.

Impact on Citizens and Businesses

Low-income residents of Riverside County affected by HIV/AIDS will have access to additional housing services and support services through funding provided by the HOPWA agreements. These services are designed to increase the effectiveness of HIV treatment regimens and reduce occurrences of new infections.

SUPPLEMENTAL:

Additional Fiscal Information

No budget adjustment is needed 100% federal funds.

ATTACHMENTS:

- A. Fiscal Year 2020-21 Housing Opportunity for Persons with AIDS (HOPWA) Agreement

EXHIBIT "F"

Federal Funding Accountability and Transparency Act (FFATA)

EXHIBIT "F"

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA or "Transparency Act") was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each sub-award(s) greater than \$25,000:

- Name of the entity receiving the award;
- Amount of the award;
- NAICS code for contracts / CFDA program number for grants;
- Information on the award including purpose of the funding action;
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier (DUNS #) of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity:

In the preceding fiscal year, received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, Michael Walsh (print name), hereby agree that:

I read and understand the information provided above.


I acknowledge and agree that:
(Please check one of the following)

 N/A (agency name) does not meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

Housing Authority of Riverside County (agency name) does meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST complete the section below identifying the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

| | Names of Executive | Total Compensation |
|----|---------------------------|---------------------------|
| 1. | Michael Walsh | \$184,355 |
| 2. | Cindy Hui | \$169,785 |
| 3. | Juan Garcia | \$164,336 |
| 4. | Tommie Lines | \$151,796 |
| 5. | Esmeralda Oviedo | \$148,385 |



Signature of President/Executive Director/Board Chair

Michael Walsh, Deputy Director

Printed Name of President/Executive Director/Board Chair