

926C

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



FROM: Housing Authority

SUBMITTAL DATE:
December 2, 2010

SUBJECT: Second Amendment to Emergency Housing Response Program Agreement

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the attached second amendment to the Emergency Housing Response (EHR) Program agreement by and between the Redevelopment Agency for the County of Riverside and the Housing Authority of the County of Riverside;
2. Authorize the Chairman of the Board to execute the attached second amendment to the Emergency Housing Response Program; and

(Continued)

Lisa Brandl for

 Robert Field
 Executive Director
 By Lisa Brandl, Deputy Executive Director

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:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Low-and Moderate-Income Housing Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*

 Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*
 ANITA C. WILLIS
 Departmental Concurrence

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

RECOMMENDED MOTION: (Continued)

3. Authorize the Executive Director, or designee, to take the necessary steps to implement this second amendment to the EHR Program including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND:

On February 27, 2007, the Board approved the Emergency Housing Response (EHR) Program Agreement to implement the EHR program. Subsequent to that, a first amendment to the EHR program agreement was approved and executed by the Board on June 2, 2009. The first amendment to the EHR program agreement called for an extension of the agreement to December 31, 2010, and an increase in funding of \$200,000.

The Agency and Housing Authority joined efforts to assist income qualified households that are displaced by emergencies with temporary tenant based rental assistance. The assistance provides rental subsidies to persons and families of low- or moderate-income households. It was initially projected that the program would serve 39 households, it is now estimated that 68 households can be served by the EHR program. There is currently an unexpended balance of \$191,706 in the EHR program agreement.

Housing Authority is requesting one-year extension due to current obligations. Currently, in addition to the existing participants, the EHR program has started assisting families in the City of Menifee as a result of code enforcement activity. It is expected that the Code Enforcement displacements will continue to take place, and as a result of the increase in the number of participants, staff recommends amending the current contract to extend the agreement term until December 31, 2011. This extension will allow the participants to fully utilize the 24 months of rental assistance the program agreed to provide initially and also to provide temporary rental assistance to households that have been affected by Code Enforcement Displacements or mobile home park closures throughout the County of Riverside.

Housing Authority counsel has approved the second amendment to the Emergency Housing Response Program agreement as to form and staff recommends its approval.

1 **SECOND AMENDMENT TO EMERGENCY HOUSING RESPONSE (EHR)**

2 **PROGRAM AGREEMENT BY AND BETWEEN**

3 **Redevelopment Agency for the County of Riverside**

4 **and**

5 **Housing Authority of the County of Riverside**

6
7 This Second Amendment to the Emergency Housing Response (EHR) Program (the
8 "Second Amendment") is entered into effective this ____ day of _____, 2010, by and
9 between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public
10 body, corporate and politic (hereinafter referred to as "AGENCY") and the HOUSING
11 AUTHORITY OF THE COUNTY OF RIVERSIDE, a public agency, organized and existing
12 under the laws of the State of California (hereinafter referred to as "HOUSING
13 AUTHORITY").

14 WITNESSETH:

15 WHEREAS, the AGENCY and the HOUSING AUTHORITY entered into an
16 agreement to implement the EHR Program on February 27, 2007 to provide rental subsidies
17 to, or for the benefit of, extremely low income households, very low income households,
18 lower income households, or persons and families of low or moderate income; and

19 WHEREAS, on June 2, 2009, AGENCY agreed to amend the EHR Program agreement
20 and extend the agreement to December 31, 2010 and increase the funding by Two Hundred
21 Thousand Dollars (\$200,000); and

22 WHEREAS, there is currently an unexpended balance of \$191,706 in EHR Program
23 agreement funds; and

24 WHEREAS, HOUSING AUTHORITY has requested to extend the EHR Program
25 agreement for an additional year in order to meet current obligations; and

26 WHEREAS, it was initially projected that the program would serve thirty-nine (39)
27 households, it is now estimated that sixty-eight (68) households can be served by the EHR
28 program; and

1 WHEREAS, AGENCY will amend the EHR Program agreement and extend the term
2 to December 31, 2011 to allow participants time to fully utilize assistance as provided by the
3 program and the additional subsidies provided to the current and future code enforcement
4 displacements; and

5 WHEREAS, amending the EHR Program agreement will assist the AGENCY in
6 providing emergency housing to displaced residents due to code violations.

7 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
8 covenants and conditions hereinafter set forth, the AGENCY and the HOUSING
9 AUTHORITY do hereby agree as follows:

10 1. Section 8 of the EHR Agreement is deleted in its entirety and replaced with the
11 following:

12 "8. All terms and conditions of the Agreement shall commence on January 1, 2007,
13 and shall terminate when all program funds are expended, or no later than
14 December 31, 2011."

15 2. All other terms and conditions of the Agreement remain unmodified and in full
16 force and effect.

17 3. This Second Amendment may be signed by the different parties hereto in
18 counterparts, each of which shall be an original, but all of which together shall
19 constitute one and the same agreement.

20 4. The effective date of this Second Amendment is the date the parties execute this
21 Second Amendment. If the parties execute the Second Amendment on more than
22 one date, then the last date the Second Amendment is executed by a party shall be
23 the Effective Date.

24 5. The Second Amendment is not binding until approved by the Board of Directors.

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28 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as
2 of the date first written above.

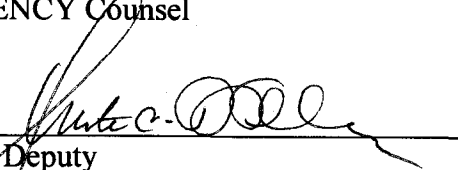
3
4
5 REDEVELOPMENT AGENCY
6 FOR THE COUNTY OF RIVERSIDE

HOUSING AUTHORITY
OF THE COUNTY OF RIVERSIDE,

7
8 By: _____
9 MARION ASHLEY
Chairman, Board of Directors

By: _____
MARION ASHLEY
Chairman, Board of Commissioners

10
11 APPROVED AS TO FORM:
12 PAMELA J. WALLS
13 AGENCY Counsel

14 By:  _____
15 Deputy

16
17 ATTEST:
18 KECIA HARPER-IHEM
19 Clerk of the Board

20 By: _____
21 Deputy

22
23
24
25 (All signatures on this page need to be notarized)