

**SUBMITTAL TO THE RIVERSIDE COMMUNITY HOUSING CORP.
BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

248 

FROM: Riverside Community Housing Corp.

SUBMITTAL DATE:
July 24, 2014

SUBJECT: Authorization to Open and Maintain Bank Accounts, Approval and Acceptance of Grant Funds, Reimbursement of Funds to Housing Authority of County of Riverside, Approval of FY 2014/2015 Budget and Agreement for Use of Staff and Resources, All Districts, [\$107,823] California Endowment Grant 53%, Authority working capital 1%, CV Air Quality Enhancement Grant 46%

RECOMMENDED MOTION: That the Board of Directors:

1. Authorize Riverside Community Housing Corp. (RCHC) Officers, subject to their respective authority set forth in the Delegated Authority Policy, to take all actions necessary or required to open and maintain checking, savings and other bank accounts for RCHC, including signing subsequent and necessary documents;

(Continued)



Robert Field
Chief Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 107,823	\$ 0	\$ 107,823	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: California Endowment Grant 53%, Authority working capital 1%, CV Air Quality Enhancement Grant 46%				Budget Adjustment: No	
				For Fiscal Year: 2014/15	

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Rohini Dasika

County Executive Office Signature

MINUTES OF THE RIVERSIDE COMMUNITY HOUSING CORP. BOARD OF DIRECTORS

FORM APPROVED COUNTY COUNSEL
BY:  7-21-14
DATE
J. MAILA R. BROWN
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:  7/24/14
Esteban Hernandez

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: _____ District: ALL Agenda Number: _____

14-4

**SUBMITTAL TO THE RIVERSIDE COMMUNITY HOUSING CORP. BOARD OF DIRECTORS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Riverside Community Housing Corp.

FORM 11: Authorization to Open and Maintain Bank Accounts, Approval and Acceptance of Grant Funds, Reimbursement of Funds to Housing Authority of County of Riverside, Approval of FY 2014/2015 Budget, Agreement for Use of Staff and Resources, All Districts, [\$107,823] California Endowment Grant 53%, Authority working capital 1%, CV Air Quality Enhancement Grant 46%

DATE: July 24, 2014

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RECOMMENDED MOTION: (Continued)

2. Approve and accept grant funds (i) from the California Endowment (Endowment) in the amount of \$135,850 (Endowment Grant), and (ii) from the Coachella Valley Air Quality Enhancement Project (CVAQ) in the amount of \$50,000 (CVAQ Grant), and authorize the RCHC Officers, subject to their respective authority set forth in the Delegated Authority Policy, to take all actions necessary or required to implement the Endowment Grant and the CVAQ Grant including, but not limited to, signing subsequent and necessary documents, subject to approval by General Counsel;
3. Approve reimbursement to the Housing Authority of the County of Riverside (Authority) by RCHC for payments made on behalf of RCHC in the amount of \$79,524.82 as set forth in the attached Authority Reimbursement Itemization (Itemization);
4. Approve the attached RCHC fiscal year 2014-15 budget;
5. Approve the attached Agreement for Use of Staff and Resources (Agreement) between RCHC and the Authority and authorize the Chairman to sign such Agreement; and
6. Authorize RCHC Officers, subject to their respective authority set forth in the Delegated Authority Policy, to take all actions necessary or required to implement the Agreement including, but not limited to, signing subsequent and necessary documents, subject to approval by General Counsel.

BACKGROUND:

Summary

Bank Accounts. In order to conduct business, it is necessary for RCHC to obtain and maintain bank accounts including checking, savings and other account types as needed.

Though the Riverside Community Housing Corp. (RCHC) was inactive from its incorporation in 1992 through current, a grant opportunity for which RCHC was eligible was identified. Opportunities of this type are limited in availability and represented a potential funding source for projects that are consistent with the affordable housing objectives which RCHC and the County of Riverside have in common. As a result, representatives from RCHC's affiliate, the Authority, applied for the Endowment grant on behalf of RCHC and RCHC was awarded said grant funds in February, 2013. Authority staff opened a bank account in the name of RCHC in which to deposit grant funds. Funds from a state income tax refund have also been deposited therein. This bank account must be maintained by RCHC. Other bank accounts of a similar nature may need to be opened in the future to meet the corporation's needs.

Staff recommends that the Board of Directors authorize RCHC Officers with delegated authority to take any and all actions necessary, including executing related documents, to open and maintain checking, savings and other bank accounts.

(Continued)

**SUBMITTAL TO THE RIVERSIDE COMMUNITY HOUSING CORP. BOARD OF DIRECTORS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Riverside Community Housing Corp.

FORM 11: Authorization to Open and Maintain Bank Accounts, Approval and Acceptance of Grant Funds, Reimbursement of Funds to Housing Authority of County of Riverside, Approval of FY 2014/2015 Budget, Agreement for Use of Staff and Resources, All Districts, [\$107,823] California Endowment Grant 53%, Authority working capital 1%, CV Air Quality Enhancement Grant 46%

DATE: July 24, 2014

Page 3 of 4

BACKGROUND:

Summary (Continued)

Grant Funds. The Endowment grant, in the amount of \$135,850, is one example of funds that were recently applied for on behalf of RCHC by Authority staff, and subsequently awarded to RCHC. Another such grant is the CVAQ in the amount of \$50,000. Both grants provide funds for purposes that support RCHC's affordable housing objectives. Formal approval from the Board of Directors to accept and use such grant funds would allow RCHC to commence operations and serve the housing needs of low and moderate income residents.

Staff recommends that the Board of Directors approve acceptance of grant funds from the Endowment in the amount of \$135,850 and from the CVAQ in the amount of \$50,000 and authorize RCHC Officers to take any and all actions, subject to their delegated authority set forth in the Delegated Authority Policy, as are necessary or required in order to implement the purposes of the grants including, but not limited to, executing related documents, subject to approval by General Counsel.

Reimbursements. During RCHC's period of inactivity, payments to various entities were made by the Authority on behalf of RCHC. The Endowment grant referenced above was awarded to RCHC specifically for the provision of direct housing assistance to residents of the Coachella Valley who were impacted by severe flooding. Because RCHC was inactive at the time the grant was awarded and the assistance to the recipients was time sensitive, the Authority provided up-front assistance funds to recipients with expectation of reimbursement by RCHC upon becoming operational. Further, certain filings were required during RCHC's period of inactivity in order for the corporation to remain compliant with state and federal laws and/or for RCHC to perpetuate its corporate existence. Many of these filings had associated costs which were paid by the Authority on RCHC's behalf.

The Itemization of charges, fees and direct assistance paid by the Authority on behalf of RCHC through June 30, 2014 is attached hereto. Staff recommends that the Board of Directors approve reimbursement to the Authority for payments made on behalf of RCHC in the amount of \$79,524.82.

Budget. RCHC is required to be included as part of the Authority's financial reporting entity because of the nature and significance of its relationship with the Authority. Accordingly, RCHC's Fiscal Year 2014-15 Budget was developed for inclusion with the Authority's fiscal year 2014-15 budget, which was presented to and approved by the Authority Board of Commissioners (BOC) on June 17, 2014. RCHC further serves as its own financial reporting entity and therefore the RCHC Fiscal Year 2014-15 Budget requires approval from the Board of Directors. Staff recommends that the Board of Directors approve of RCHC's Fiscal Year 2014-15 Budget, attached hereto, and the additional \$107,823 funds previously unaccounted for in the original budget.

Agreement for Use of Staff and Resources. Staff and other resources, such as office space, equipment, supplies and other related resources, are necessary for RCHC to commence with corporate operations. RCHC's affiliate, the Authority, has staff and resources available to be utilized for such purposes. Entering into an agreement with the Authority would allow RCHC access to personnel to run the day to day operations of the corporation along with a business location and resources to support such efforts.

(Continued)

**SUBMITTAL TO THE RIVERSIDE COMMUNITY HOUSING CORP. BOARD OF DIRECTORS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Riverside Community Housing Corp.

FORM 11: Authorization to Open and Maintain Bank Accounts, Approval and Acceptance of Grant Funds, Reimbursement of Funds to Housing Authority of County of Riverside, Approval of FY 2014/2015 Budget, Agreement for Use of Staff and Resources, All Districts, [\$107,823] California Endowment Grant 53%, Authority working capital 1%, CV Air Quality Enhancement Grant 46%

DATE: July 24, 2014

Page 4 of 4

BACKGROUND:

Summary (Continued)

Staff recommends that the Board of Directors approve the attached Agreement and authorize RCHC Officers to take any and all actions, subject to their delegated authority set forth in the Delegated Authority Policy, as are necessary or required in order to implement the Agreement including, but not limited to, executing related documents, subject to approval by General Counsel.

Additional Fiscal Information

The total amount indicated on page 1 of this Form 11 in the Financial Data table is \$107,823. This figure represents the dollar amount that is not accounted for in the RCHC Fiscal Year 2014-15 Budget (Budget) and is itemized as follows:

CVAQ Grant	\$50,000
Endowment Grant total less the amount allocated in Budget (\$135,850-\$78,487)	\$57,363
Reimbursement due to Authority (for non-direct assistance) less the amount allocated in Budget (\$6,299-\$5,839)	\$460
Total	\$107,823

No Auditor Controller Office budget adjustments are necessary because the RCHC has its own internal software that handles all budgets and payments.

Impact on Residents and Businesses

Approving this item will have a positive impact on residents of Riverside County by supporting the activation of a non-profit public benefit corporation designed to create and preserve affordable housing opportunities within Riverside County.

Attachments:

- Authority Reimbursement Itemization
- Fiscal Year 2014-15 Budget
- Agreement for Use of Staff and Resources
- Delegated Authority Policy

Riverside Community Housing Corporation-400
 Expenses incurred from January 2013 - June 2014

	Direct Assistance			Total Expenses
	Rental Assistance	Mobile Home Purchase	Admin Cost	
1/31/2013 53327 Calle Bella, Coachella	1,730.00			1,730.00
1/31/2013 MCFA Partners	1,717.00			1,717.00
2/28/2013 Verizon Wireless			139.47	139.47
2/28/2013 Coachella Valley Housing	5,900.00			5,900.00
3/7/2013 County Counsel			2,261.81	2,261.81
3/21/2013 MCFA Partners	485.00			485.00
4/18/2013 County Counsel			730.09	730.09
4/4/2013 MCFA Partners	485.00			485.00
4/25/2013 MCFA Partners	485.00			485.00
4/30/2013 Verizon Wireless				
5/16/2013 County Counsel			84.24	84.24
5/16/2013 MCFA Partners	485.00		916.17	916.17
5/30/2013 Verizon Wireless				
6/30/2013 MCFA Partners	485.00		35.80	35.80
9/30/2013 MCFA Partners	970.00			970.00
10/17/2013 MCFA Partners	485.00			485.00
1/2/2014 County Counsel				
1/9/2014 Registry of Charitable Trust			1,860.00	1,860.00
3/6/2014 California Secretary of State			50.00	50.00
4/30/2014 Payment to Chicago Title Company for Purchase of Mobile Home		59,998.74		59,998.74
6/26/2014 County Counsel			201.50	201.50
	13,227.00	59,998.74	6,299.08	79,524.82

FISCAL YEAR 2014-2015 BUDGET

(behind this page)



RIVERSIDE COMMUNITY HOUSING CORPORATION

BUDGET Fiscal Year 2014-15

	CA Endowment	ESG		HACR Working	Total
	Fund	COUNTY	CITY	Capital	
REVENUE					
3110 Rental Income	-	-	-	-	-
3401 Subsidy Revenue	-	-	-	-	-
3404 Grants/Bonds Revenue	78,487	127,946	84,513	-	290,946
3450 Sec 8 Fraud Recovery Revenue	-	-	-	-	-
3610 Interest Revenue	-	-	-	-	-
3690 Miscellaneous	-	-	-	148,260	148,260
3690 Administrative Fees (Admin. Bonds)	-	-	-	-	-
3410 HUD Section 8 Earned HAP Subsidy	-	-	-	-	-
3410 HUD Section 8 Earned Administrative Fees	-	-	-	-	-
3410 HUD Section 8 Earned Other Subsidy	-	-	-	-	-
TOTAL REVENUE	78,487	127,946	84,513	148,260	439,206
EXPENSE					
1260 Inventory Materials	-	-	-	-	-
1406 Development- Operations	-	-	-	-	-
1408 Development- Management Improvements	-	-	-	-	-
1410 Development- Administration	-	-	-	-	-
1411 Development- Audit	-	-	-	-	-
1430 Architecture Fees	-	-	-	-	-
1450/1460 Asset Development/Improvement	-	-	-	-	-
1495 Development- Relocation Costs	-	-	-	-	-
4110 Payroll, Benefits & Taxes	-	33,844	33,844	108,086	175,774
4110 Temporary/Contract Employees	-	16,062	16,062	-	32,124
4110 EDA Interfund Salaries	-	-	-	-	-
4130 Legal	-	-	-	4,025	4,025
4140 Training	-	-	-	-	-
4150 Travel	-	-	-	-	-
4171 Auditing	-	-	-	5,000	5,000
4180 Office Rent/Storage	-	-	-	4,500	4,500
4190 Administrative Sundry	-	-	-	25,149	25,149
4190 EDA Interfund Operating	-	-	-	-	-
4230 Tenant Services	-	-	-	-	-
4300 Utilities	-	-	-	-	-
4420 Operations and Maintenance - Materials	-	-	-	-	-
4430 Operations and Maintenance - Services	-	-	-	-	-
4431 Trash	-	-	-	-	-
4480 Protection Services	-	-	-	-	-
4510 Insurance	-	-	-	1,500	1,500
4590 Other General Expense	-	-	-	-	-
4610 Extraordinary Maintenance	-	-	-	-	-
4715 Housing Assistance Payments	13,487	78,040	34,607	-	126,134
1173 Debt Service Principal Payments	-	-	-	-	-
4900 Debt Service Interest Payments	-	-	-	-	-
7540 Asset Purchase	65,000	-	-	-	65,000
TOTAL EXPENSE	78,487	127,946	84,513	148,260	439,206
NET GAIN (LOSS)				0	0

Riverside Community Housing Corporation
Fiscal Year 14-15 Annual Budget



\$15,000	Form 11 Board Charge (3 @ \$5,000/Form 11)
\$300	CA Attorney General RRF-1 (\$0-\$300 depending on revenue)
\$1,050	Form 11 CC Charge
\$2,015	CPA Advisement
\$880	Federal income tax preparation
\$5,839	Account payable to HACR (non-direct assistance)
\$10	CA Franchise Tax Board Fee
\$55	State income tax prep
\$25,149	

1 **AGREEMENT BETWEEN RIVERSIDE COMMUNITY HOUSING CORP. AND THE**
2 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
3 **FOR USE OF STAFF AND RESOURCES**

4 This Agreement for Use of Staff and Resources (“AGREEMENT”) is made and entered
5 into this ___ day of _____, 2014 by and between the RIVERSIDE COMMUNITY
6 HOUSING CORP., a California non-profit public benefit corporation
7 (“CORPORATION”), and the HOUSING AUTHORITY OF THE COUNTY OF
8 RIVERSIDE, a public entity, corporate and politic in the State of California
9 (“AUTHORITY”).

10 RECITALS

11
12 **WHEREAS**, CORPORATION was created for the purpose of financing,
13 acquiring, developing, rehabilitating, owning, managing and selling affordable housing in
14 Riverside County for persons of low and moderate income, and to access certain state
15 and federal programs in order to augment programs and services sponsored by
16 AUTHORITY;

17 **WHEREAS**, the CORPORATION requires, staff, a principal office
18 location and the use of other administrative and operational resources (collectively
19 hereinafter “Resources”) in order to conduct its corporate business;

20 **WHEREAS**, AUTHORITY can provide such staff and Resources as
21 required by the CORPORATION; and

22 **WHEREAS**, the CORPORATION and the AUTHORITY wish to enter into
23 this AGREEMENT to specify the terms and conditions under which AUTHORITY will
24 provide staff and Resources to the CORPORATION.

25 **NOW, THEREFORE**, based on the mutual promises contained herein,
26 CORPORATION and AUTHORITY mutually agree as follows:

1 1. Term of AGREEMENT. This AGREEMENT shall become effective upon the
2 Effective Date, as defined in **Section 18**, and shall continue until terminated by
3 either party upon 30 days written notice to the other party.

4 2. AUTHORITY Staff and Resources. AUTHORITY hereby agrees to provide the
5 CORPORATION staff and Resources according to the Policies and Procedures
6 of the AUTHORITY and under the direction of CORPORATION's Chief Executive
7 Officer.

8 a. AUTHORITY staff shall provide services necessary for
9 CORPORATION to conduct its day to day activities, subject to the
10 availability of AUTHORITY staff.

11 b. AUTHORITY Resources shall include, but not be limited to, the
12 following:

13 (i) Office space in the building located at 5555 Arlington
14 Avenue, Riverside, CA ("Administrative Building");

15 (ii) Other resources related to the Administrative Building
16 including, but not limited to: utilities, custodial services,
17 parking lot, elevator, office supplies, maintenance and repair
18 services, recycling bins, trash service and office equipment
19 such as photo copiers, scanners, phones, faxes and
20 computers.

21 3. Exclusions. Excluded from the use of AUTHORITY staff and Resources are:

22 a. Use of AUTHORITY-owned automobiles; and

23 b. Use of AUTHORITY staff and/or Resources that is in violation of (1)
24 state, federal or local law, (2) AUTHORITY's Annual Contributions
25 Contract ("ACC"), (3) Provisions set forth in AUTHORITY's Conflict
26 of Interest Code, and (4) Provisions set forth in CORPORATION's
27 Conflict of Interest Code.
28

- 1 4. Personnel Status. The personnel assigned by the AUTHORITY to provide
2 services to the CORPORATION shall remain employees of the County of
3 Riverside, acting through the AUTHORITY, on AUTHORITY payroll, and shall be
4 entitled to all benefits set forth in their individual employee agreements with the
5 County of Riverside. At all times during the term of this AGREEMENT,
6 AUTHORITY staff providing services to the CORPORATION will receive their
7 assignments from the CORPORATION's Chief Executive Officer.
- 8 5. Performance. The Executive Director of the AUTHORITY, or designee, shall, as
9 deemed necessary, conduct any performance evaluations, pursuant to Riverside
10 County Ordinance 440, of the AUTHORITY personnel who may be designated to
11 provide services to the CORPORATION.
- 12 6. Allocation of Costs. Costs for the use of AUTHORITY staff and Resources by
13 CORPORATION shall be allocated pursuant to the Office of Management and
14 Budget (OMB) Circular A-87 and AUTHORITY's Annual Contributions Contract
15 (ACC), and as described in **Exhibit A** attached hereto and incorporated herein
16 by this reference. The CORPORATION understands that such costs shall
17 include, but not be limited to, the salary and benefits, services, supplies, facility
18 changes and any other costs associated with the AUTHORITY providing the staff
19 and Resources herein. The CORPORATION also understands that it will be
20 responsible for payment to AUTHORITY for any increases in salary and benefits
21 that may occur during the term of this AGREEMENT.
- 22 7. Payment. On a monthly basis, AUTHORITY shall provide an invoice to
23 CORPORATION for the costs to use AUTHORITY staff and Resources which
24 were incurred during the previous period. CORPORATION shall remit payment to
25 AUTHORITY for the cost of providing the staff and Resources specified herein.
- 26 8. Documentation of Costs. Costs incurred by CORPORATION for use of
27 AUTHORITY staff and Resources shall be documented as described in **Exhibit**
28

1 **B** attached hereto and incorporated herein by this reference and attached to the
2 invoice submitted by AUTHORITY to CORPORATION for payment each period.

3 9. Suspension of Payments. CORPORATION shall have the option, at its
4 discretion, to request a suspension for payment for use of AUTHORITY
5 Resources during periods of non-use, as described in **Exhibit A**.

6 10. Financial Records. AUTHORITY and CORPORATION shall both maintain
7 financial and other supporting records of operational and financial activities which
8 are related to or involve the AUTHORITY staff and/or Resources herein. Such
9 records shall be open to inspection and audit by authorized representatives of
10 the other respective party during regular working hours and shall be retained by
11 AUTHORITY and CORPORATION for a period of not less than ten (10) years
12 after termination of this AGREEMENT.

13 11. Compliance with Laws and Regulations. By executing this AGREEMENT,
14 CORPORATION hereby certifies that it will adhere to and comply with all federal,
15 state and local laws and regulations.

16 12. Prohibition against Conflicts of Interest.

17 a. CORPORATION shall promptly disclose to AUTHORITY any potential
18 conflict of interest, including even the appearance of conflict that may
19 arise with respect to the activities under this AGREEMENT.

20 b. AUTHORITY shall promptly disclose to CORPORATION any potential
21 conflict of interest, including even the appearance of conflict that may
22 arise with respect to the activities under this AGREEMENT.

23 13. Entire Agreement. It is expressly agreed that this AGREEMENT embodies the
24 entire agreement of the parties in relation to the subject matter hereof, and that
25 no other agreement or understanding, verbal or otherwise, relative to this subject
26 matter, exists between the parties at the time of execution.

27 14. Severability. Each paragraph and provision of this AGREEMENT is severable
28 from each other provision, and if any provision or part thereof is declared invalid,

1 the remaining provisions shall nevertheless remain in full force and effect.

2 15. Amendments. AUTHORITY or CORPORATION may consider it in its best
3 interest to amend, change, modify or extend a term or condition of this
4 AGREEMENT. Any such amendment, change, extension or modification, which
5 is mutually agreed upon by AUTHORITY and CORPORATION, shall be
6 incorporated in written amendments to this AGREEMENT. No amendment to this
7 AGREEMENT shall be effective and binding upon the parties, unless it expressly
8 makes reference to this AGREEMENT, is in writing and is signed and
9 acknowledged by duly authorized representatives of both parties.

10 16. Ministerial Acts. The AUTHORITY Executive Director, or designee, is
11 authorized to take such ministerial actions as may be necessary or appropriate to
12 implement the terms, provisions, and conditions of this Agreement as it may be
13 amended from time to time by AUTHORITY.

14 17. Notices. All notices, requests, demands and other communication required or
15 desired to be served by either party upon the other must be in writing and shall
16 be properly given and effective when personally served or sent by United States
17 Postal Service first class, certified mail, or express delivery service, with postage
18 affixed. The effective date of any such mailed notice shall commence to run from
19 the day after its deposit in the mail. Such notices shall be addressed to the
20 respective parties as follows:

21 CORPORATION

22 Chief Executive Officer
23 Riverside Community
24 Housing Corp.
25 5555 Arlington Avenue
26 Riverside, CA 92504

AUTHORITY

Executive Director of the
Housing Authority of the
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

27 18. Counterparts. This AGREEMENT may be signed by the different parties hereto
28 in counterparts, each of which shall be an original but all of which together shall

1 constitute one and the same agreement.

2 19. Effective Date. The effective date of this AGREEMENT is the date the parties
3 execute the AGREEMENT. If the parties execute the AGREEMENT on more
4 than one date, then the date first above written shall be the effective date.

5
6
7
8
9
10 [Remainder of Page Intentionally Blank]

11
12 [Signatures on Following Page]

1 IN WITNESS WHEREOF, CORPORATION and AUTHORITY have executed this
2 AGREEMENT as of the date first above written.

3
4 **"CORPORATION"**

5 RIVERSIDE COMMUNITY HOUSING
6 CORP., a California non-profit public
7 benefit corporation

8 By: _____
9 Jeff Stone, Chairman
Board of Directors

10 Date: _____

11 *Δ This will be*
12 *A signed on the*
13 *C August 5th*
14 *C RCHC Board*
15 *date*

16 By: Jhaila R. Brown
17 Jhaila R. Brown,
Deputy County Counsel

18 ATTEST:

19
20 KECIA HARPER-IHEM
21 Clerk of the Board

22 By _____
23 Deputy

4 **"AUTHORITY"**

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

8 By: _____
9 Jeff Stone, Chairman
Board of Commissioners

10 Date: _____
11 *Δ This will be*
12 *signed on the*
13 *September 9th*
14 *HACR Board date*
15 *After the Retire*
16 *1st Board date*
17 GREC
County Counsel

18 By: Jhaila R. Brown
19 Jhaila R. Brown,
Deputy County Counsel

20 ATTEST:

21 KECIA HARPER-IHEM
22 Clerk of the Board

23 By _____
24 Deputy

EXHIBIT A

ALLOCATION OF COSTS FOR USE OF STAFF AND RESOURCES

Costs for CORPORATION'S use of AUTHORITY staff and Resources shall be allocated using a basic cost allocation method. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. The total cost of shared AUTHORITY staff and Resources is comprised of the direct costs plus indirect costs.

The formulas and methodology used to allocate direct and indirect costs are formed under the following conditions:

1. Costs that are identified as benefitting CORPORATION are prorated based on the benefits derived from the activities the costs are attributed to.
2. Costs are allocated using a base, or cost driver, that results in the most reasonable and equitable distribution.

Allocation of Costs for Use of AUTHORITY Staff

The base, or cost driver, for allocation of AUTHORITY staff costs shall be number of hours worked.

Charges to CORPORATION for use of AUTHORITY staff shall be calculated as a percentage of the staff member's salary plus benefits for the period of use, based on the ratio of the number of hours of work per period on CORPORATION-related activities to the total number of hours per period.

For example: if an AUTHORITY staff member works 20 hours of an 80 hour pay period on CORPORATION- related activities and the staff member's salary plus benefits for the period is \$3,000, then the cost allocable to that staff member's time during that period would be calculated as follows:*

$$(\frac{20}{80}) \times \$3,000 = 25\% \times \$3,000 = \$750$$

**Example is hypothetical and provided only for illustrative purposes.*

Allocation of Costs for Use of AUTHORITY Resources

The base, or cost driver, for use of AUTHORITY Resources shall be square footage.

Charges to CORPORATION for use of AUTHORITY Resources shall be calculated as a percentage of the total cost of Resources for the period of use based on the ratio of square footage used for CORPORATION-related business space (including a pro-rata portion of common and shared areas) to total building square footage.

For example: if AUTHORITY's total cost of Resources for the period is \$25,000 and CORPORATION-related business is conducted utilizing 1,000 square feet (including a pro-rata portion of common and shared areas) of a 24,000 total square foot building, then the cost allocable to CORPORATION's use of AUTHORITY Resources for that period would be calculated as follows:*

$$(\frac{1,000}{24,000}) \times \$25,000 = 4.17\% \times \$25,000 = \$1042.50$$

**Example is hypothetical and provided only for illustrative purposes.*

Suspension of Payments for Periods of Non-Use

Periods during which there are zero AUTHORITY staff hours allocable to CORPORATION are considered to be periods of non-use in which no square footage is actually used for CORPORATION-related business. During such periods, CORPORATION will continue to remit payment to AUTHORITY for Resources as described above. However, after four (4) contiguous weeks of non-use of AUTHORITY Resources, CORPORATION may submit to AUTHORITY, in writing, a request for a suspension of payment for AUTHORITY Resources and shall include an explanation for the cause of such request and an estimate for the period of the suspension. All requests for suspension shall be approved in writing by the AUTHORITY Executive Director, or designee, in his/her reasonable discretion.

EXHIBIT B
DOCUMENTATION OF ALLOCABLE COSTS

Where AUTHORITY staff provides services to CORPORATION, a distribution of their hours worked will be evidenced by timesheets or equivalent documentation. The dollar amount of their salary plus benefits will be evidenced by written salary and benefit documentation.

Where AUTHORITY Resources are used by CORPORATION, a distribution of the Administrative Building's square footage allocated to CORPORATION shall be evidenced by AUTHORITY's Administrative Building Cost Allocation document accompanied by an AUTHORITY Income Statement with an itemization of the individual components comprising the Resources.

The documentation referenced herein shall be attached to the invoice submitted by AUTHORITY to CORPORATION for payment each period.

DELEGATED AUTHORITY POLICY

(behind this page)

**RIVERSIDE COMMUNITY HOUSING CORP.
DELEGATED AUTHORITY POLICY**

I. Purpose

The purpose of this Delegated Authority Policy ("Policy") is to delegate authority to designated Riverside Community Housing Corp. ("RCHC") Officers to execute contracts and other legal documents as specifically set forth herein.

II. Delegation of Authority

The Board of Directors hereby authorizes and empowers the following RCHC Officers as designees with delegated authority to execute and enter into contracts, and other legal documents, binding the corporation, subject to the specific limitations set forth below:

OFFICERS WITH DELEGATED AUTHORITY
Chief Executive Officer
Chief Operating Officer
Secretary
Chief Financial Officer

III. Limitations of Delegated Authority

1. Expenditure Threshold. Delegated authority is limited on contracts and other legal documents which require associated expenditures by RCHC. The expenditure threshold is the dollar amount which would be required to be expended by RCHC as a result of entering into that contract. The designated Officers are subject to expenditure thresholds as follows:

OFFICER	EXEPENDITURE THRESHOLD
Chief Executive Officer	\$75,000
Chief Operating Officer	\$75,000
Secretary	\$25,000
Chief Financial Officer	\$7,500

IV. Transfer of Delegated Authority

The delegation of authorities established in this Policy shall transfer to any equivalent successor officer positions to the positions named herein.

V. Effective Date

This Delegated Authority Policy shall be effective as of August 5, 2014.

VI. Expiration of Delegated Authority

This Delegated Authority Policy shall expire five (5) years from August 5, 2014.

VII. Amendments

Any modifications or amendments to this Policy shall be made only upon written approval of the RCHC Board of Directors.