

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 4/24/15

Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 4/24/15

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

834
A



FROM: Riverside Community Housing Corp.

SUBMITTAL DATE:
April 30, 2015

SUBJECT: Approval of the Agreement between the Housing Authority of the County of Riverside and the Riverside Community Housing Corp. for Use of Funds for Homelessness Prevention and Rapid Rehousing Assistance Program; All Districts; [\$500,000]; Housing Authority of the County of Riverside Low and Moderate Income Housing Asset Funds 100%; Project is CEQA Exempt

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached Agreement between the Housing Authority of the County of Riverside (Authority) and the Riverside Community Housing Corp. (RCHC) for the Use of Funds for Homelessness Prevention and Rapid Rehousing Assistance Program (Agreement);

(Continued)

Robert Field

Robert Field
Chief Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	\$ 250,000	\$ 500,000	\$ 0	Consent <input checked="" type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Housing Authority of the County of Riverside Low-Moderate Income Housing Asset Fund.

Budget Adjustment: No

For Fiscal Year: 2015/16-2016/17

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE RIVERSIDE COMMUNITY HOUSING CORP. BOARD OF DIRECTORS

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

14-1

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

FROM: Riverside Community Housing Corp.

FORM 11: Approval of the Agreement between the Housing Authority of the County of Riverside and the Riverside Community Housing Corp. for Use of Funds for Homelessness Prevention and Rapid Rehousing Assistance Program; All Districts; [\$500,000]; Housing Authority of the County of Riverside Low and Moderate Income Housing Asset Funds 100%; Project is CEQA Exempt

DATE: April 30, 2015

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RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the RCHC Board of Directors to execute the attached Agreement;
4. Authorize the RCHC Chief Executive Officer (CEO) and/or Chief Operating Officer (COO) to submit a request to the Authority to exercise the option to allocate additional funds up to \$250,000 and extend the term of the Agreement one (1) additional year, as set forth in the attached Agreement; and
5. Authorize the RCHC Officers to take all necessary steps to implement the Agreement and the option contained therein, including but not limited to, signing any subsequent, necessary and relevant documents, subject to approval by General Counsel.

BACKGROUND:

Summary

The Riverside Community Housing Corp. (RCHC) is requesting funds derived from the Housing Authority of the County of Riverside's (Housing Authority) Low and Moderate Income Housing Asset Fund (LMIHAF) to implement a program to provide homelessness prevention and rapid rehousing assistance to individuals and households within the County of Riverside (County) who are homeless or are at risk of becoming homeless (Program). The Program assistance will be restricted to individuals and households that qualify as extremely low income (incomes not exceeding 30% of the area median income) as defined in California Health and Safety Code Section 50106. The Program scope includes provision of short-term or medium-term rental assistance, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who are homeless or at-risk for homelessness.

In order to implement the Program, RCHC is requesting LMIHAF funds in an amount not to exceed \$500,000 as set forth in the proposed Agreement between the Authority and RCHC for the Use of Funds for Homelessness Prevention and Rapid Rehousing Assistance Program which is attached (Agreement). Pursuant to the Agreement, \$250,000 in funds derived from the LMIHAF would be provided to RCHC for fiscal year 2015-16 (First Installment). The balance of funds would only be disbursed upon the exercise by the Housing Authority of an option to extend the term and amount of assistance as discussed below.

The proposed Agreement also contains an option to extend the term for up to 1 additional year and to increase the amount of LMIHAF assistance. Pursuant to the proposed Agreement, no later than 60 days before the expiration of the initial term, RCHC may request, in writing, a second distribution of LMIHAF funds of up to \$250,000 for fiscal year 2016-17 (Second Installment) and an increase in the Agreement term for 1 additional year. The Housing Authority, at its sole discretion, will determine whether to allocate the Second Installment to RCHC subject to availability of LMIHAF funds. Should the Housing Authority determine that Second Installment funds will be advanced to RCHC, the amount of the Second Installment shall not exceed a total of \$250,000 for a maximum possible total of \$500,000.

(Continued)

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

FROM: Riverside Community Housing Corp.

FORM 11: Approval of the Agreement between the Housing Authority of the County of Riverside and the Riverside Community Housing Corp. for Use of Funds for Homelessness Prevention and Rapid Rehousing Assistance Program; All Districts; [\$500,000]; Housing Authority of the County of Riverside Low and Moderate Income Housing Asset Funds 100%; Project is CEQA Exempt

DATE: April 30, 2015

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Board delegation of authority to the RCHC CEO and COO to submit RCHC's request for the Authority to exercise its Option and provide the Second Installment would greatly expedite timely implementation of the Agreement and ensure uninterrupted provision of services.

Both First Installment and Second Installment funds would be allocated to direct housing assistance, administrative expenses and direct staffing costs subject to the terms set forth in the Agreement. The term of the Agreement shall be for the period of July 1, 2015 through June 30, 2016 with an option to extend through June 30, 2017. Staff estimates that up to 50 individuals and households will be assisted as a result of Program implementation over two fiscal years.

Pursuant to the California Environmental Quality Act (CEQA), the Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the execution of the Agreement may have a significant effect on the environment, since it is an administrative document and will only have financial effects. A Notice of Exemption will be filed by the Housing Authority staff with the County Clerk within 5 days of the approval of the Agreement.

Staff recommends the following, (i) that the Board approve the Agreement, attached hereto, and authorize the Chairman of the Board to execute the Agreement, (ii) that the Board authorize the RCHC CEO and COO to submit a request to the Housing Authority to exercise the option, and (iii) and that the Board authorize the RCHC Officers to take all necessary steps to implement the Agreement and the option contained therein, including but not limited to, signing any subsequent, necessary and relevant documents, subject to approval by General Counsel. The attached Agreement has been approved as to form by General Counsel.

Impact on Citizens and Businesses

The funding and implementation of a rapid re-housing program will have a positive impact. The Program is expected to provide affordable housing services for residents in the County of Riverside.

ATTACHMENT:

Agreement for the Use of Funds for Homelessness Prevention and Rapid Rehousing Assistance Program

RF:JVW:HM:JA:CH:LT 12796

S:\Department\Housing\Riverside Community Housing Corporation (RCHC)\Forms 11\5-12-15 BOD Meeting\5-12-15 BOD Form 11-Agrmt for Rapid Rehousing (JRB revs4 27 15)v2.docx

**AGREEMENT FOR THE USE OF FUNDS FOR HOMELESSNESS PREVENTION AND
RAPID REHOUSING ASSISTANCE PROGRAM**

THIS AGREEMENT FOR THE USE OF FUNDS FOR HOMELESSNESS PREVENTION AND RAPID REHOUSING ASSISTANCE PROGRAM ("AGREEMENT") is made and entered into this _____ day of _____, 2015 by and between the RIVERSIDE COMMUNITY HOUSING CORP., a California non-profit public benefit corporation ("CORPORATION"), and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic in the State of California ("AUTHORITY"). CORPORATION and AUTHORITY may be individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the CORPORATION was created by the AUTHORITY pursuant to Resolution Number 92-002 for the purpose of financing, acquiring, developing, rehabilitating, owning, managing and selling affordable housing in the County of Riverside ("County") for persons of low and moderate income, and to access certain state and federal programs in order to augment programs and services sponsored by AUTHORITY;

WHEREAS, pursuant to Health and Safety Code Section 34176 (a) (added by Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 ("Dissolution Bill")), and County Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the Redevelopment Agency of the County of Riverside ("RDA"), including related rights, powers, duties, obligations, and housing assets were transferred to the AUTHORITY;

WHEREAS, pursuant to Health and Safety Code Section 34176 (d) any funds transferred to the AUTHORITY as the "housing successor," together with any funds generated from housing assets, shall be maintained in a separate Low and Moderate Income Housing Asset Fund ("LMIHAF") which was created in the accounts of the AUTHORITY;

1 **WHEREAS**, the CORPORATION requires funds to implement a program to provide
2 homelessness prevention and rapid rehousing assistance to individuals and households within the
3 County who are homeless or would be homeless but for this assistance (“PROGRAM”);

4 **WHEREAS**, pursuant to Health and Safety Code Section 34176.1 (a) (2), the
5 AUTHORITY may expend up to Two Hundred Fifty Thousand Dollars (\$250,000) per fiscal
6 year for homelessness prevention and rapid rehousing services;

7 **WHEREAS**, the PROGRAM is in conformance with requirements for the use of funds
8 derived from the LMIHAF as set forth in Health and Safety Code Section 34176.1 (a) (2); and

9 **WHEREAS**, the CORPORATION and the AUTHORITY desire to enter into this
10 AGREEMENT to specify the terms and conditions under which AUTHORITY will provide
11 funds derived from its LMIHAF to the CORPORATION to be used for homelessness prevention
12 and rapid rehousing services as more specifically set forth below.

13 **NOW, THEREFORE**, based upon the foregoing Recitals and for good and valuable
14 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the
15 AUTHORITY and CORPORATION hereby agree as follows:

- 16 1. Scope of Services. The CORPORATION shall provide services for individuals or
17 households who are homeless, or would be homeless but for receipt of assistance,
18 including, rental assistance, housing relocation and stabilization services including
19 housing search, mediation, or outreach to property owners, security or utility deposits,
20 utility payments, rental assistance for a final month at a location, moving cost assistance,
21 and case management, or other appropriate activities for homelessness prevention and
22 rapid rehousing of persons who are homeless or would be homeless but for this assistance
23 (“Services” or “assistance”). PROGRAM assistance shall be restricted to individuals and
24 households of extremely low income as defined in Health and Safety Code Section
25 50106.
- 26 2. Term of Agreement. The term of this AGREEMENT shall commence on July 1, 2015
27 and end on June 30, 2016 (“Term”), unless extended as provided in Paragraphs 4 and 10
28 or earlier terminated as provided in Paragraph 8 herein.

1 3. Grant and Distribution of Funds. The AUTHORITY hereby grants to the
2 CORPORATION Two Hundred and Fifty Thousand Dollars (\$250,000) ("Initial
3 LMIHAF Grant") derived from its Low and Moderate Income Housing Asset Fund
4 ("LMIHAF") to be used by the CORPORATION to provide the Services and implement
5 the PROGRAM. During the Term, the AUTHORITY shall disburse the Initial LMIHAF
6 Grant to the CORPORATION pursuant to the following schedule:

- 7 a. The first disbursement will be in an amount equal to Sixty-Two Thousand Five
8 Hundred Dollars (\$62,500) no earlier than July 1, 2015 ("Initial Draw");
9 b. Disbursements subsequent to the Initial Draw will be made in three increments of
10 Sixty-Two Thousand Five Hundred Dollars (\$62,500) each, subject to the
11 CORPORATION'S satisfaction of the following conditions precedent, as
12 determined by AUTHORITY:

13 (i) The CORPORATION shall provide to the AUTHORITY written evidence
14 that grant funds from the immediately preceding draw have been
15 substantially expended in conformance with the Program scope as
16 provided herein;

17 (ii) The CORPORATION shall provide to the AUTHORITY the names and
18 corresponding percent of the area median income (AMI) of the
19 beneficiaries of the Initial LMIHAF Grant from the immediately
20 preceding draw; and

21 (iii) AUTHORITY shall not disburse more than the total amount of Two
22 Hundred Fifty Thousand Dollars (\$250,000) in LMIHAF to
23 CORPORATION during the period July 1, 2015 through June 30, 2016.

24 4. Option to Increase LMIHAF Amount and Term of Agreement. The AUTHORITY,
25 through its Executive Director or designee, shall have the right, but not the obligation, in
26 its sole discretion, (i) to increase the amount of funds granted to the CORPORATION
27 from its LMIHAF up to an additional Two Hundred and Fifty Thousand Dollars
28 (\$250,000) ("Second LMIHAF Grant"), and (ii) to extend the Term of this

1 AGREEMENT an additional one (1) year through June 30, 2017 ("Extended Term")
2 (collectively, the "Option") pursuant to the terms and provisions of Paragraph 10 below.

3 5. Allocation of Costs. The Initial LMIHAF Grant shall be allocated as follows for costs
4 incurred by CORPORATION as a result of PROGRAM implementation and the
5 provision of the Services described in Paragraph 1, above:

- 6 a. An amount not to exceed ten percent (10%) of the Initial LMIHAF Grant for
7 fiscal year 2015-16 may be allocated to administrative expenses;
8 b. An amount not to exceed twenty-five percent (25%) of the Initial LMIHAF Grant
9 for fiscal year 2015-16 may be allocated to direct staffing costs; and
10 c. An amount not less than sixty-five percent (65%) of the Initial LMIHAF Grant for
11 fiscal years 2015-16 must be allocated to direct assistance to PROGRAM
12 recipients.

13 6. Documentation, Reports, Inspections and Performance Evaluation.

- 14 a. Documentation of Expenditures. All expenditures by CORPORATION
15 pertaining in whole or in part to this AGREEMENT must be supported by
16 properly executed payrolls, time records, invoices, contracts, vouchers, orders and
17 any other accounting documents; such documentation shall be clearly identified
18 and readily accessible.
19 b. Performance Evaluation. CORPORATION shall permit AUTHORITY to
20 monitor, assess, or evaluate CORPORATION's performance under this
21 AGREEMENT on an as needed basis to be determined by the AUTHORITY
22 based on monitoring and performance evaluations. Said monitoring, assessment,
23 or evaluation may include, but is not be limited to, audits, inspections within the
24 program area, and interviews with CORPORATION's employees, agents,
25 independent contractors, and subcontractors providing the services under this
26 AGREEMENT and recipients thereof.
27 c. Records and Inspections. The CORPORATION shall maintain financial,
28 programmatic, statistical, and other supporting records of its operations and

1 financial activities. Such records shall be open to inspection and audit by the
2 authorized representatives of the AUTHORITY during regular working hours
3 after reasonable notice. Said records shall be retained for a period of not less than
4 ten (10) years after termination of this AGREEMENT.

5 7. Defaults.

- 6 a. Subject to the extensions of time set forth in Paragraph 13, failure or delay by
7 either party to perform any term or provision of this AGREEMENT constitutes a
8 default under this AGREEMENT. The Party who fails or delays must commence
9 to cure, correct or remedy such failure or delay and shall complete such cure,
10 correction or remedy with reasonable diligence.
- 11 b. The injured Party shall give written notice of default to the Party in default,
12 specifying the default complained of by the injured Party. Failure or delay in
13 giving such notice shall not constitute a waiver of any default, nor shall it change
14 the time of default. Except as otherwise expressly provided in this
15 AGREEMENT, any failures or delays by either Party in asserting any of its rights
16 and remedies as to any default shall not operate as a waiver of any default or of
17 any such rights or remedies. Delays by either Party in asserting any of its rights
18 and remedies shall not deprive either party of its right to institute and maintain
19 any actions or proceedings which it may deem necessary to protect, assert or
20 enforce any such rights or remedies.
- 21 c. If an event of default occurs, prior to exercising any remedies hereunder, the
22 injured Party shall give the Party in default notice of such default. If the default is
23 reasonably capable of being cured within thirty (30) calendar days after such
24 notice is received or deemed received, the Party in default shall have such period
25 to effect a cure prior to exercise of remedies by the injured Party. If the default is
26 such that it is not reasonably capable of being cured within thirty (30) days after
27 such notice is received, and the Party in default (1) initiates corrective action
28 within said period, and (2) diligently, continually, and in good faith works to

1 effect a cure as soon as possible, then the Party in default shall have such
2 additional time as is reasonably necessary to cure the default prior to exercise of
3 any remedies by the injured Party, but in no event no longer than ninety (90) days
4 from the date of the notice of default.

5 8. Termination.

6 a. CORPORATION shall not terminate this AGREEMENT except upon express
7 written consent of the AUTHORITY. Said notice shall include the effective date
8 thereof.

9 b. Notwithstanding the provisions of Paragraph 8a, the AUTHORITY may suspend
10 or terminate this AGREEMENT forthwith for cause upon a ten (10) day written
11 notice to CORPORATION of the action being taken. Cause shall be established:

12 (i) In the event CORPORATION fails to perform the covenants herein
13 contained at such times and in such manner as provided in this
14 AGREEMENT, after notice and opportunity to cure; or

15 (ii) In the event there is a conflict with any federal, state or local law,
16 ordinance, regulation or rule rendering any of the provisions of this
17 AGREEMENT invalid or untenable.

18 c. Upon termination of this AGREEMENT, the CORPORATION agrees to return
19 any unexpended LMIHAF funds which have been paid to the CORPORATION
20 by the AUTHORITY. In accepting said returned funds, the AUTHORITY does
21 not waive any claim or cause of action it may have against the CORPORATION
22 for breach of this AGREEMENT.

23 d. Upon termination of this AGREEMENT, the CORPORATION shall not incur
24 any obligations after the effective date of such termination, unless expressly
25 authorized in writing by the AUTHORITY in the notice of termination.

26 9. Reprogramming of Funds. If the AUTHORITY determines that substantial progress
27 toward completion of the PROGRAM is not made during the term of this AGREEMENT,
28 the LMIHAF funds associated with the PROGRAM may be reprogrammed by the

1 AUTHORITY after a thirty (30) day written notice is provide to the CORPORATION.

2 10. Exercise of Option. The exercise of the Option described in Paragraph 4 above,
3 extension of the Term, and the distribution and use of the Second LMIHAF Grant shall
4 be subject to the terms set forth in this Paragraph 10.

5 a. Conditions to Exercise of Option. The AUTHORITY's exercise of the Option is
6 subject to the following terms and conditions:

7 i. CORPORATION provides a request to the AUTHORITY to exercise the
8 Option in the manner prescribed in Subparagraph c. of this Paragraph 10
9 below;

10 ii. AUTHORITY determines that there are sufficient funds in its LMIHAF to
11 distribute all or a portion of the Second LMIHAF Grant;

12 iii. AUTHORITY, in the sole discretion of the AUTHORITY Executive
13 Director, or designee, approves the exercise of the Option; and

14 iv. CORPORATION's use of the Second LMIHAF Grant is subject to the
15 terms and conditions set forth in this AGREEMENT.

16 b. Extension of Term. Should the AUTHORITY approve the exercise of the Option,
17 the term of the AGREEMENT will be extended through June 30, 2017 unless
18 sooner terminated as provided in Paragraph 8 herein. Upon the exercise of the
19 Option, the Parties shall execute an amendment to this AGREEMENT approved
20 in form and substance by the AUTHORITY Executive Director, or designee, and
21 County Counsel. The amendment shall set forth the AUTHORITY approved
22 Option terms.

23 c. Request to Exercise Option. In the event CORPORATION desires to request the
24 exercise of the Option, CORPORATION's Chief Executive Officer (CEO) or
25 Chief Operating Officer (COO) shall provide to AUTHORITY a written request
26 for the AUTHORITY to exercise such Option. CORPORATION will provide
27 such request to AUTHORITY in writing in the manner prescribed by Paragraph
28 18 below at least sixty (60) days prior to the expiration of the initial Term.

- 1 d. Method of Exercise. After receipt of the CORPORATION'S request to exercise
2 the Option, the Option is exercisable by AUTHORITY by delivering to the
3 CORPORATION, a written notice of decision to exercise option (including
4 description of approved grant amount and extended term), executed by the
5 AUTHORITY Executive Director, or designee, to the address and in the manner
6 provided in Paragraph 18 below.
- 7 e. Distribution of Second LMIHAF Grant. Upon exercising the Option, the
8 AUTHORITY shall pay to the CORPORATION the Second LMIHAF Grant, or
9 any portion thereof, pursuant to the following schedule:
- 10 i. The first distribution will be provided no earlier than July 1, 2016 in an
11 amount equal to the greater of twenty-five percent (25%) of the total
12 Second LMIHAF Grant amount or sixty-two thousand five hundred
13 dollars (\$62,500) ("Initial Option Draw");
- 14 ii. Distributions subsequent to the first distribution will be made in up to
15 three increments not to exceed Sixty-Two Thousand Five Hundred Dollars
16 (\$62,500) per increment, subject to the satisfaction of the following
17 conditions precedent as determined by the AUTHORITY in its discretion:
- 18 1. The CORPORATION shall provide to the AUTHORITY written
19 evidence that funds from the immediately preceding draw have
20 been substantially expended in conformance with the PROGRAM
21 and Services set forth in Paragraph 1 of this AGREEMENT;
- 22 2. The CORPORATION shall provide to the AUTHORITY the
23 names and corresponding percent of the area median income
24 (AMI) of the beneficiaries of the Second LMIHAF Grant from the
25 immediately preceding draw; and
- 26 3. Total distributions of funds derived from the LMIHAF to the
27 CORPORATION during the period commencing July 1, 2016 and
28

ending June 30, 2017 shall not exceed Two Hundred Fifty
Thousand Dollars (\$250,000).

f. Allocation of Costs. Second LMIHAF Grant funds shall be allocated as follows
for costs incurred by the CORPORATION as a result of PROGRAM
implementation and provision of the Services set forth in Paragraph 1 herein:

i. An amount not to exceed ten percent (10%) of the Second LMIHAF Grant
approved by the AUTHORITY for fiscal year 2016-17 may be allocated to
administrative expenses;

ii. An amount not to exceed twenty-five percent (25%) of the Second
LMIHAF Grant approved by the AUTHORITY for fiscal year 2016-17
may be allocated to direct staffing costs; and

iii. An amount not less than sixty-five percent (65%) of the Second LMIHAF
Grant approved by the AUTHORITY fiscal year 2016-17 must be
allocated to direct assistance to PROGRAM recipients.

11. Amendments. AUTHORITY or CORPORATION may consider it in its best interest to
amend, change, modify or extend a term or condition of this AGREEMENT. Any such
amendment, change, extension or modification, which is mutually agreed upon by
AUTHORITY and CORPORATION, shall be incorporated in written amendments to this
AGREEMENT. No amendment to this AGREEMENT shall be effective and binding
upon the Parties, unless it expressly makes reference to this AGREEMENT, is in writing
and is signed and acknowledged by duly authorized representatives of both parties.
Amendments to this AGREEMENT due to the exercise of the Option shall be subject to
Paragraph 4 and 10 above.

12. Hold Harmless and Indemnification. The CORPORATION shall indemnify and hold
harmless the AUTHORITY and its directors, officers, Board of Supervisors, elected and
appointed officials, employees, agents and representatives (individually and collectively
hereinafter referred to as Indemnitees) from (1) any liability whatsoever, based or
asserted upon an indemnifying the CORPORATION's acts errors, or omissions, except

1 where such indemnifications is prohibited by law, and (2) any acts of such indemnifying
2 the CORPORATION, its officers, employees, subcontractors, agents or representatives
3 arising out of or in any way relating to this AGREEMENT, including but not limited to
4 property damage, bodily injury, or death or any other element of any kind or nature
5 whatsoever arising from the performance of indemnifying the CORPORATION, its
6 officers, employees, subcontractors, agents or representatives. The CORPORATION
7 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney
8 fees, cost of investigation, defense and settlements or awards, the Indemnitees in any
9 claim or action based upon such alleged acts or omissions. Each party shall promptly
10 notify the other party in writing of the occurrence of any such claims, actions, losses,
11 damages and/or liability.

12 With respect to any action or claim subject to indemnification herein by the
13 CORPORATION, the CORPORATION shall, at its sole cost, have the right to use
14 counsel of its own choice and shall have the right to adjust, settle, or compromise any
15 such action or claim without the prior consent of the AUTHORITY; provided, however,
16 that any such adjustment, settlement or compromise in no manner whatsoever limits or
17 circumscribes the CORPORATION's indemnification to the Indemnitees as set forth
18 herein. The CORPORATION's obligation hereunder shall be satisfied when the
19 CORPORATION has provided to the AUTHORITY the appropriate form of dismissal
20 relieving the AUTHORITY from any liability for the action or claim involved.

21 13. Force Majeure Delay; Extension of Performance.

- 22 a. Performance by either party hereunder shall not be deemed to be in default where
23 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods,
24 earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics,
25 quarantine restrictions, freight embargoes, lack of transportation, governmental
26 restrictions or priority, litigation, unusually severe weather, inability to secure
27 necessary labor, material or tools, delays of any contractor, sub-contractor or
28 supplier, acts of the other party, acts or failure to act of the AUTHORITY or any

1 other public or governmental agency or entity (except that acts or failure to act of
2 AUTHORITY shall not excuse performance of AUTHORITY), or any causes
3 beyond the control or without the fault of the party claiming an extension of time
4 to perform.

- 5 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for
6 the period of the enforced delay and shall commence to run from the time of the
7 commencement of the cause, if notice by the party claiming such extension is sent
8 to the other party within thirty (30) days of knowledge of the commencement of
9 the cause.

10 14. State Requirements. The CORPORATION shall comply with the provisions the
11 Community Redevelopment Law (California Health and Safety Code §33000 et seq.) as
12 they relate to the acceptance and use of funds derived from the AUTHORITY'S
13 LMIHAF under this AGREEMENT.

14 15. Compliance with Laws, Regulations, Nondiscrimination, and Equal Opportunity. The
15 CORPORATION shall comply with all applicable federal, state, and local laws,
16 regulations, and ordinances pertinent to its operations and services to be performed
17 hereunder, and shall keep in effect any and all licenses, permits, notices and certificates
18 as are required thereby. CORPORATION shall further comply with all laws applicable
19 to wages and hours of employment, occupational safety and to fire safety, health and
20 sanitation.

21 The CORPORATION shall establish and maintain a procedure through which
22 homeless individuals will be informed that use of PROGRAM services is available to all
23 on a nondiscriminatory basis.

24 During the term of this AGREEMENT, the CORPORATION and its
25 subcontractors, if any, shall not deny the benefits rendered hereunder to any person on the
26 basis of religion, color, ethnic group identification, sex, age, or physical or mental
27 disability.

16. Prohibition against Conflicts of Interest.

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

17. Nonliability of Authority Officials and Employees. No member, official, agent, legal counsel or employee of AUTHORITY shall be personally liable to CORPORATION, or any successor in interest in the event of any default or breach by AUTHORITY or for any amount which may become due to CORPORATION or successor or on any obligation under the terms of this AGREEMENT.

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

CORPORATION

Chief Executive Officer
Riverside Community
Housing Corp.
5555 Arlington Avenue
Riverside, CA 92504

AUTHORITY

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

19. Binding on Successors. The CORPORATION, its heirs, assigns and successors in interest shall be bound by all the provisions contained in this AGREEMENT, and all of the parties thereto shall be jointly and severally liable hereunder.

1 20. Assignment. The CORPORATION shall not make any assignment or transfer in any
2 form with respect to this AGREEMENT, without prior written approval of the
3 AUTHORITY.

4 21. Assurances and Warranties. The CORPORATION represents and warrants (1) that it
5 has access to professional advice and support to the extent necessary to enable the
6 CORPORATION to fully comply with the terms of the AGREEMENT and to otherwise
7 carry out the PROGRAM, (2) that it is duly organized, validly existing and in good
8 standing under the laws of the State of California, (3) that it has the full power and
9 authority to undertake the PROGRAM and to execute this AGREEMENT, (4) that the
10 persons executing and delivering this AGREEMENT are authorized to execute and
11 deliver such documents on behalf of the CORPORATION and (5) that neither the
12 CORPORATION nor any of its principals is presently debarred, suspended, proposed
13 for debarment, declared ineligible, or voluntarily excluded from participation in
14 connection with the transaction contemplated by this AGREEMENT.

15 22. Jurisdiction and Venue. Any action at law or in equity arising under this AGREEMENT
16 or brought by a party hereto for the purpose of enforcing, construing or determining the
17 validity of any provision of this AGREEMENT shall be filed in the Superior Courts of
18 Riverside County, State of California, and the parties hereto waive all provisions of law
19 providing for the filing, removal or change of venue to any other court or jurisdiction.

20 23. Severability. Each paragraph and provision of this AGREEMENT is severable from each
21 other provision, and if any provision or part thereof is declared invalid, the remaining
22 provisions shall nevertheless remain in full force and effect.

23 24. Waiver. Failure by a party to insist upon the strict performance of any of the provisions
24 of this AGREEMENT by the other party, or the failure by a party to exercise its rights
25 upon the default of the other party, shall not constitute a waiver of such party's rights to
26 insist and demand strict compliance by the other party with the terms of this
27 AGREEMENT thereafter.
28

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

5 26. Ministerial Acts; Approvals. The AUTHORITY Executive Director, or designee, is
6 authorized to take such ministerial actions as may be necessary or appropriate to
7 implement the terms, provisions, and conditions of this AGREEMENT as it may be
8 amended from time to time by AUTHORITY.

9 Except as otherwise expressly provided in this AGREEMENT, approvals
10 required of the AUTHORITY shall be deemed granted by the written approval of the
11 AUTHORITY'S Executive Director or designee. AUTHORITY agrees to provide notice
12 to CORPORATION of the name of the Executive Director's designee on a timely basis,
13 and to provide updates from time to time. Notwithstanding the foregoing, the Executive
14 Director or designee may, in his or her sole discretion, refer to the governing body of the
15 AUTHORITY any item requiring AUTHORITY approval; otherwise, "AUTHORITY
16 approval" shall mean and refer to approval by the Executive Director or designee.

17 27. Further Assurances. Each party hereto will promptly execute and deliver without further
18 consideration such additional agreement, assignments, endorsements and other
19 documents as the other party hereto may reasonably request to carry out the purposes of
20 this AGREEMENT.

21 28. Interpretation and Governing Law. This AGREEMENT and any dispute arising
22 hereunder shall be governed by and interpreted in accordance with the laws of the State
23 of California. This AGREEMENT shall be construed as a whole according to its fair
24 language and common meaning to achieve the objectives and purposes of the parties
25 hereto, and the rule of construction to the effect that ambiguities are to be resolved
26 against the drafting party shall not be employed in interpreting this AGREEMENT, all
27 parties having been represented by counsel in the negotiation and preparation hereof.
28

1 29. Authority to Execute. The persons executing this AGREEMENT on behalf of the parties
2 to this AGREEMENT hereby warrant and represent that they have the authority to
3 execute this AGREEMENT and warrant and represent that they have the authority to
4 bind the respective parties to this AGREEMENT to the performance of its obligations
5 hereunder.

6 30. Effective Date. The effective date of this AGREEMENT is the date the Parties execute
7 the AGREEMENT. If the Parties execute the AGREEMENT on more than one date, then
8 the date first above written shall be the effective date.

9 31. Counterparts. This AGREEMENT, including any attachments or exhibits hereto,
10 constitutes the entire AGREEMENT of the parties with respect to its subject matter and
11 supersedes all prior and contemporaneous representations, proposals, discussions and
12 communications, whether oral or in writing. No oral understanding or agreement not
13 incorporated herein shall be binding on any of the parties hereto. Each of the
14 attachments and exhibits attached hereto, if any, is incorporated herein by this reference.

15 32. Modification of Agreement. This AGREEMENT can be modified or modified or
16 amended only by a writing signed by the duly authorized and empowered
17 representatives of the AUTHORITY and the CORPORATION, respectively.
18
19
20

21 [Remainder of Page Intentionally Blank]
22

23 [Signatures on Following Page]
24
25
26
27
28

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

3 **“CORPORATION”**


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

7 By: _____
8 Marion Ashley, Chairman
Board of Directors

9 Date: _____
10

11 APPROVED AS TO FORM:

12 GREG PRIAMOS
13 General Counsel

14 By: 
15 Jhaila R. Brown,
16 Deputy General Counsel

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

20 By _____
21 Deputy

3 **“AUTHORITY”**


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

7 By: _____
8 Marion Ashley, Chairman
Board of Commissioners

9 Date: _____
10

11 APPROVED AS TO FORM:

12 GREG PRIAMOS
13 County Counsel

14 By: 
15 Anita C. Willis,
16 Assistant County Counsel

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

20 By _____
21 Deputy