

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

833A



**FROM:** Housing Authority

**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]; Low and Moderate Income Housing Asset Funds 100%; Project is CEQA Exempt

**RECOMMENDED MOTION:** That the Board of Commissioners:

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 and the Riverside Community Housing Corp. for the Use of Funds for Homelessness Prevention and Rapid Rehousing Assistance Program (Agreement);
3. Authorize the Chairman of the Board of Commissioners (Board) to execute the Agreement;

(Continued)

Robert Field  
Executive Director

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

<b>SOURCE OF FUNDS:</b> Low-Moderate Income Housing Asset Funds	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2015/16 - 2016/17

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 12, 2015  
 xc: Housing

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

10-2

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

Departmental Concurrence

FISCAL PROCEDURES APPROVED  
PAUL ANGLILO, CPA, AUDITOR-CONTROLLER  
BY:   
Esteban Hernandez

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

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

Housing Authority

**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]; Low and Moderate Income Housing Asset Funds 100%; Project is CEQA Exempt

**DATE:** April 30, 2015

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**RECOMMENDED MOTION:** (Continued)

4. Authorize the Housing Authority Executive Director, or designee, to review and approve/disapprove the option to extend the Agreement term one (1) additional year and increase the Agreement amount up to an additional \$250,000, subject to the conditions set forth in the attached Agreement; and
5. Authorize the Housing Authority Executive Director, or designee, to take all necessary steps to implement the Agreement (and the option set forth therein), including but not limited to, signing any subsequent, necessary and relevant documents, subject to approval by County 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). RCHC is a California non-profit, public benefit corporation formed by the Housing Authority pursuant to Resolution Number 92-002 for the purpose of providing affordable housing services for persons of low and moderate income within the County. 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. The exercise of the option to increase the term and Agreement amount may only occur at the sole discretion of the Housing Authority and subject to the conditions precedent contained in the Agreement.

(Continued)

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

Housing Authority

**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]; Low and Moderate Income Housing Asset Funds 100%; Project is CEQA Exempt

**DATE:** April 30, 2015

**PAGE:** 3 of 3

**BACKGROUND:** (Continued)

**Summary**

Board delegation of authority to the Housing Authority Executive Director, or designee, to approve of exercising the option and to subsequently sign any documents necessary and relevant to implement the option 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.

In conformance with California Health and Safety Code Section 34176.1 (a) (2), the Housing Authority, acting as the "housing successor" to the former Redevelopment Agency of the County of Riverside, may expend up to \$250,000 per fiscal year for homeless prevention and rapid rehousing services. Additionally, such a program is in conformance with the County's affordable housing objectives.

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 Housing Authority staff with the County Clerk within 5 days of the approval of the Agreement.

Staff recommends that the Board approve the Agreement, attached hereto, and authorize the Chairman of the Board to execute the Agreement. Further, staff recommends that the Board authorize the Housing Authority Executive Director, or designee, to review and approve/disapprove of exercising the Agreement option. Staff also recommends that the Board authorize the Housing Authority Executive Director, or designee, to take all necessary steps to implement the Agreement (and the option therein), including but not limited to, signing any subsequent, necessary and relevant documents, subject to approval by County Counsel. The attached Agreement has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The funding of a homeless prevention and 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

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

3  
4 THIS AGREEMENT FOR THE USE OF FUNDS FOR HOMELESSNESS  
5 PREVENTION AND RAPID REHOUSING ASSISTANCE PROGRAM ("AGREEMENT") is  
6 made and entered into this 12 day of May, 2015 by and between the  
7 RIVERSIDE COMMUNITY HOUSING CORP., a California non-profit public benefit  
8 corporation ("CORPORATION"), and the HOUSING AUTHORITY OF THE COUNTY OF  
9 RIVERSIDE, a public entity, corporate and politic in the State of California ("AUTHORITY").  
10 CORPORATION and AUTHORITY may be individually referred to herein as "Party" and  
11 collectively as the "Parties."

12 RECITALS

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

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

23 **WHEREAS**, pursuant to Health and Safety Code Section 34176 (d) any funds  
24 transferred to the AUTHORITY as the "housing successor," together with any funds generated  
25 from housing assets, shall be maintained in a separate Low and Moderate Income Housing Asset  
26 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

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

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

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

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

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

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

24 12. Hold Harmless and Indemnification. The CORPORATION shall indemnify and hold  
25 harmless the AUTHORITY and its directors, officers, Board of Supervisors, elected and  
26 appointed officials, employees, agents and representatives (individually and collectively  
27 hereinafter referred to as Indemnitees) from (1) any liability whatsoever, based or  
28 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.

1 16. Prohibition against Conflicts of Interest.

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

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

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

19 CORPORATION

AUTHORITY

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

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

25

26 19. Binding on Successors. The CORPORATION, its heirs, assigns and successors in  
27 interest shall be bound by all the provisions contained in this AGREEMENT, and all of  
28 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.



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"

"AUTHORITY"

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

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

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

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Commissioners

9 Date: 5/12/15

Date: 5/12/15

11 APPROVED AS TO FORM:

APPROVED AS TO FORM:

12 GREG PRIAMOS  
13 General Counsel

GREG PRIAMOS  
County Counsel

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

By: Anita C. Willis  
Anita C. Willis,  
Assistant County Counsel

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

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

20 By: Cecil Byrd  
21 Deputy

By: Cecil Byrd  
Deputy