

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



**ITEM: 3.18  
(ID # 12348)**

**MEETING DATE:**

Tuesday, April 21, 2020

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES AND DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS: Transfer and Acceptance of Continuum of Care Administrative Entity and Collaborative Applicant (CoC AE/CA) Designation from Department of Public Social Services to Department of Housing, Homelessness Prevention and Workforce Solutions; Adoption of the following resolutions: Resolution No. 2020-101 Transferring Its Designation of the Riverside County CoC AE/CA; Resolution No. 2020-106 Authorizing Delegate to Apply for HUD Grants; Resolution No. 2020-103 Authorizing Delegate for 2018 Emergency Solutions Grants (ESG) Program Grant; Resolution No. 2020-105 Authorizing Delegate for 2019 ESG Program; Resolution No. 2020-102 Authorizing Delegate for 2018 California Emergency Solutions and Housing Funding (CESH) Program; Resolution No. 2020-104 Authorizing Delegate for 2019 CESH Program; Resolution No. 2020-077 Authorizing Delegate for 2020 ESG Program, In Collaboration with the Continuum of Care for the Riverside County Service Area. All Districts [\$5,995,144 - 100% Federal]

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

1. Adopt Resolution No. 2020-101, Transferring Its Designation from The Department of Public Social Services to The Department Of Housing, Homelessness Prevention And Workforce Solutions as The County Of Riverside Continuum Of Care Administrative Entity And Collaborative Applicant and Transferring All The Roles And Responsibilities Associated Thereto;

  
Heidi Marshall, Director 4/13/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 21, 2020  
xc: Housing

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

2. Adopt Resolution No. 2020-106, Authorizing the Director of The Department Of Housing, Homelessness Prevention and Workforce Solutions, or designee, to apply for and accept grants from The United States Department Of Housing and Urban Development (HUD);
3. Adopt Resolution No. 2020-103, Authorizing The Director Of The Department Of Housing, Homelessness Prevention and Workforce Solutions, or Designee, to Apply For The 2018 Emergency Solutions Grants Program, Accept Emergency Solutions Grants Funding, Execute The Standard Agreement And Any Subsequent Amendments Or Modifications Thereto With The State Of California Department Of Housing And Community Development, And Administer The 2018 Emergency Solutions Grants Program;
4. Adopt Resolution No. 2020-105, Authorizing The Director of the Department Of Housing, Homelessness Prevention and Workforce Solutions, or Designee, to Apply For The 2019 Emergency Solutions Grants Program Grant, Accept The 2019 Emergency Solutions Grants Program Grant, Execute The Standard Agreement And Any Subsequent Amendments Or Modifications Thereto With The State Of California Department Of Housing And Community Development For The 2019 Emergency Solutions Grants Program Grant, And Administer The 2019 Emergency Solutions Grants Program Grant;
5. Adopt Resolution No. 2020-102, Authorizing the Director of The Department Of Housing, Homelessness Prevention And Workforce Solutions, or Designee, to Apply For The 2018 California Emergency Solutions And Housing Program Grant, Accept California Emergency Solutions And Housing Funding, Execute The Standard Agreement And Any Subsequent Amendments Or Modifications Thereto With The State Of California Department Of Housing And Community Development, And Administer The 2018 California Emergency Solutions And Housing Program;
6. Adopt Resolution No. 2020-104, Authorizing the Director of The Department Of Housing, Homelessness Prevention and Workforce Solutions, or designee, to Apply For The 2019 California Emergency Solutions And Housing Program Grant, Accept The 2019 California Emergency Solutions and Housing Program Grant, Execute The Standard Agreement and any Subsequent Amendments Or Modifications Thereto With The State Of California Department Of Housing And Community Development For The 2019 California Emergency Solutions And Housing Program Grant, And Administer The 2019 California Emergency Solutions And Housing Program Grant;
7. Adopt Resolution No. 2020-077, Authorizing the Director Of Housing, Homelessness Prevention and Workforce Solutions, or Designee, To Apply For The 2020 Emergency Solutions Grant Program Grant, Accept The 2020 Emergency Solutions Grant, Execute The Standard Agreement And Any Subsequent Amendments Or Modifications Thereto With The State Of California Department Of Housing And Community Development For The 2020 Emergency Solutions Grants Program Grant; and
8. Approve two Memorandum of Understandings between the County of Riverside, on behalf of the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) and the Riverside County Continuum of Care recognizing HHPWS as the CoC AE/CA and to allow HHPWS to serve as HMIS Lead for the CoC Program.

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$5,391,754	\$603,390	\$5,995,144	\$ 0.00
<b>NET COUNTY COST</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>SOURCE OF FUNDS:</b> Emergency Solutions Grants (ESG) – Federal Funding – 100%			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	2020/21

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

**BACKGROUND:**

**Summary**

The Federal Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act, 42 U.S.C. Section 11381 et seq. and the related HUD Regulations, 24 CFR Part 578) which amended the McKinney-Vento Homeless Assistance Act that consolidated the three separate McKinney-Vento homeless assistance programs (Supportive Housing program, Shelter Plus Care program, and Section 8 Moderate Rehabilitation SRO program) into a single grant program known as the Continuum of Care (CoC) Program under the United States Department of Housing and Urban Development (HUD).

The CoC Program is designed and intended to assist individuals (including unaccompanied youth) and families experiencing homelessness and to provide the services needed to help such individuals move into transitional and permanent housing, with the goal of long-term stability. More broadly, the CoC program is intended to promote community-wide planning and strategic use of resources to address homelessness; improve coordination and integration with mainstream resources and other programs targeted to people experiencing homelessness; improve data collection and performance measurement; and allow each community to tailor its program to the particular strengths and challenges within that community.

The County of Riverside Continuum of Care was established to implement the purposes and intentions of the CoC program by and through its Board of Governance, its member representatives and the designated Administrative Entity and Collaborative Applicant for the Riverside County service area. On or around May 2017, the County of Riverside Department of Public Social Services (DPSS) was designated as the Administrative Entity and Collaborative Applicant whereby DPSS's role and responsibilities were memorialized in, among other things, two certain Memorandum of Understanding agreements ("MOUS") entered into between the CoC and County, on behalf of DPSS. One of the MOUS contained provisions that allowed DPSS, as the CoC Administrative Entity and Collaborative Applicant, to perform activities as a result of HUD directives relative to the HEARTH Act and the Emergency Solutions Grant and the other MOU designated DPSS as the Homeless Management Information System (HMIS) Lead to allow DPSS to perform activities relative to the operating the HMIS.

The Board of Supervisors of the County of Riverside now desires to transfer its CoC Administrative Entity and Collaborative Applicant designation from DPSS to the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS). DPSS and HHPWS

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

recommend adoption of the attached resolutions which includes making the new designation, authorizing a delegate to apply for, accept and execute grant agreements for various funding programs provided by HUD and other sources, including but not limited to, the CoC Program from HUD; the ESG Program and CESH Program.

**California Emergency Solutions and Housing (CESH)**

California Emergency Solutions Housing (CESH) is a state program providing funds for a variety of activities to assist people experiencing or at risk of homelessness.

Authorized by Senate Bill (SB), Chapter 48, Statutes of 2018, the CESH program is funded from the Building Home and Jobs Act Trust Fund (SB 2, Chapter 364, Statutes of 2017) and all remaining California Emergency Solutions Grant Funds.

CESH program funds have been awarded to Continuums of CARE – regional or local planning bodies that coordinate housing and services funding for homeless families and individuals which in turn have chosen administrative entities to use the money to provide services. The funding will help Californians through rental assistance, stabilization services, outreach services, and more.

**Emergency Solutions Grant Program**

The Emergency Shelter Grant and CA ESG programs provide funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families and individuals from becoming homeless.

**U.S. Department of Housing and Urban Development (HUD) Grants**

The U.S. Department of Housing and Urban Development (HUD) through a collaborative effort with the county's Continuum of Care (CoC). The CoC is a network of private and public sector homeless services providers, designed to promote communitywide planning and strategic use of resources and addressing homelessness.

**Impact on Residents and Businesses**

Through the CoC Program, the County of Riverside along with its subrecipients will continue to improve the lives of homeless men, women, and children through local planning efforts and through all the funding programs.

**ATTACHMENTS:**

- Resolution No. 2020-101 CoC AE-CA Designation Transfer and Acceptance
- Resolution No. 2020-106 Auth to Apply for HUD Grants (replaces Reso. No. 2010-145)
- Resolution No. 2020-103 2018 ESG Grant (replaces Reso. No. 2018-146)

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


- Resolution No. 2020-105 2019 ESG Grant (replaces Reso. No 2019-087)
- Resolution No. 2020-077 2020 ESG Grant
- Resolution No. 2020-102 2018 CESH Grant (replaces Reso. No. 2018-194)
- Resolution No. 2020-104 CESH Grant (replaces Reso No. 2019-086)
- Memorandum of Understanding CoC AE/CA
- Memorandum of Understanding HMIS Lead

Prev. Agn. Ref.:08/28/18 (#3.54)07/02/19 (#3.16), 06/18/2019 (#3.19), 12/11/2018 (#3.31)  
Districts: All

HM:CH:JG:cg

  
\_\_\_\_\_  
Marcus Maltese

4/14/2020

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel

4/13/2020

3 RESOLUTION NO. 2020-101

5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 TRANSFERRING ITS DESIGNATION FROM THE DEPARTMENT OF PUBLIC SOCIAL  
7 SERVICES TO THE DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND  
8 WORKFORCE SOLUTIONS AS THE COUNTY OF RIVERSIDE CONTINUUM OF CARE  
9 ADMINISTRATIVE ENTITY AND COLLABORATIVE APPLICANT AND TRANSFERRING ALL  
10 THE ROLES AND RESPONSIBILITIES ASSOCIATED THERETO

13 WHEREAS, on or before May 25, 2010, the Board of Supervisors previously had designated  
14 the Department of Public Social Services with having the responsibility for management and administration  
15 of the County's homeless assistance projects; and,

16 WHEREAS, historically, the McKinney-Vento Homeless Assistance Act of 1986 (Pub. L.  
17 100-77, July 22, 1987, 1010 Stat. 482, 42 U.S.C. §11301 et seq.), provided federal funding for homeless  
18 projects through the United States Department of Housing and Urban Development (HUD); and,

19 WHEREAS, in 2009, the Federal Homeless Emergency Assistance and Rapid Transition to  
20 Housing Act of 2009 (HEARTH Act found at 42 U.S.C §11381 et seq. and the related HUD Regulations  
21 are at Title 24 of the Code of Federal Regulations, Part 578) amended the McKinney-Vento Homeless  
22 Assistance Act of 1986, and among other changes, the HEARTH Act consolidated the three separate  
23 McKinney-Vento homeless assistance programs (Supportive Housing program, Shelter Plus Care program,  
24 and Section 8 Moderate Rehabilitation SRO program) into a single grant program known as the Continuum  
25 of Care (CoC) Program under HUD; and,

26 WHEREAS, the CoC Program assists individuals (including unaccompanied youth) and  
27 families experiencing homelessness and to provide the services needed to help such individuals move into  
28 transitional and permanent housing, with the goal of long-term stability; and,

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* DATE: 4/13/2020

1           WHEREAS, the CoC program promotes community-wide planning and strategic use of  
2 resources to address homelessness; improve coordination and integration with mainstream resources and  
3 other programs targeted to people experiencing homelessness; improve data collection and performance  
4 measurement; and allow each community to tailor its program to the particular strengths and challenges  
5 within that community; and,

6           WHEREAS, the County of Riverside Continuum of Care was established to implement the  
7 purposes and intentions of the CoC program by and through its Board of Governance, its member  
8 representatives and the designated Administrative Entity and Collaborative Applicant for the Riverside  
9 County service area; and,

10           WHEREAS, on or around May 2017, the County of Riverside Department of Public Social  
11 Services (DPSS) was designated as the Administrative Entity and Collaborative Applicant whereby DPSS's  
12 role and responsibilities were memorialized in, among other things, two certain Memorandum of  
13 Understanding agreements ("MOUS") entered into between the CoC and County, on behalf of DPSS; and,

14           WHEREAS, one of the MOUS contained provisions that allowed DPSS, as the CoC  
15 Administrative Entity and Collaborative Applicant, to perform activities as a result of HUD directives  
16 relative to the HEARTH Act and the Emergency Solutions Grant and the other designated DPSS as the  
17 Homeless Management Information System (HMIS) Lead to allow DPSS to perform activities relative to  
18 the operating the HMIS; and,

19           WHEREAS, the Board of Supervisors of the County of Riverside now desires, on behalf of  
20 DPSS, to transfer its designation from DPSS and make a new designation, on behalf of the new department,  
21 for the CoC Administrative Entity and Collaborative Applicant to the Department of Housing,  
22 Homelessness Prevention and Workforce Solutions; and,

23           WHEREAS, Department of Public Social Services is ready to transfer to and the new  
24 department, Department of Housing, Homelessness Prevention and Workforce Solutions, desires to accept  
25 the CoC Administrative Entity and Collaborative Applicant designation, including all the associated  
26 agreements, roles, responsibilities and activities thereto;

27           NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board  
28 of Supervisors of the County of Riverside ("Board"), in regular session assembled on April 21, 2020, in the

1 meeting room of the Board of Supervisors, located on the first floor of the County Administrative Center,  
2 4080 Lemon Street, Riverside, California, that:

3 1. The Board that the above recitals are hereby found to be true and correct.

4 2. The Board approves, on behalf of Department of Public Social Services, the transfer of its  
5 designation for the CoC Administrative Entity and Collaborative Applicant ("CoC AE/CA") designation,  
6 including all the associated MOUs, agreements, roles, responsibilities and activities thereto, and delegates  
7 all such actions and functions to be performed as the CoC AE/CA to the Department of Housing,  
8 Homelessness Prevention and Workforce Solutions.

9 3. The Board as part of this new designation to the Department of Housing, Homelessness  
10 Prevention and Workforce Solutions further transfers the responsibility for performing functions, including  
11 all rights, powers, assets, liabilities, duties, and obligations associated with the CoC Program, that promotes  
12 community-wide planning and strategic use of resources to address homelessness; improve coordination  
13 and integration with mainstream resources and other programs targeted to people experiencing  
14 homelessness; improve data collection and performance measurement; and allow each community within  
15 the Riverside County service area to tailor the program to the particular strengths and challenges within  
16 each community therein.

17 4. The Board approves and accepts, on behalf of its Department of Housing, Homelessness  
18 Prevention and Workforce Solutions, the transfer and designation for the CoC Administrative Entity and  
19 Collaborative Applicant, including all the associated MOUs, agreements, roles, responsibilities and  
20 activities thereto, and accepts the delegation of all such actions and functions to be performed as the CoC  
21 AE/CA.

22 5. The Department of Housing, Homelessness Prevention and Workforce Solutions accepts the  
23 aforementioned designation and delegations for the CoC Administrative Entity and Collaborative  
24 Applicant.

25 6. This resolution shall take effect upon adoption by this Board.

26 ROLL CALL:

27 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
28 Nays: None  
Absent: None

04.21.2020 3.18

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER - Clerk of said Board  
By  Deputy



2  
3 RESOLUTION NO. 2020-106

4  
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, HOMELESSNESS  
7 PREVENTION & WORKFORCE SOLUTIONS, OR DESIGNEE, TO APPLY FOR AND ACCEPT  
8 GRANTS FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
9 DEVELOPMENT

10  
11 WHEREAS, on or before May 25, 2010, the Board of Supervisors previously had given the  
12 Department of Public Social Services the responsibility for management and administration of the County's  
13 homeless assistance projects and pursuant to Resolution No. 2010-145 adopted by the Board of Supervisors  
14 on May, 25, 2010, DPSS was authorized to apply for and accept Grants from the United States Department  
15 of Housing and Urban Development (HUD) for such projects; and,

16 WHEREAS, historically, the McKinney-Vento Homeless Assistance Act of 1986 (Pub. L.  
17 100-77, July 22, 1987, 1010 Stat. 482, 42 U.S.C. §11301 et seq.), provided federal funding for homeless  
18 projects through HUD; and,

19 WHEREAS, in 2009, the Federal Homeless Emergency Assistance and Rapid Transition to  
20 Housing Act of 2009 (HEARTH Act found at 42 U.S.C §11381 et seq. and the related HUD Regulations  
21 are at Title 24 of the Code of Federal Regulations, Part 578) amended the McKinney-Vento Homeless  
22 Assistance Act of 1986, and among other changes, the HEARTH Act consolidated the three separate  
23 McKinney-Vento homeless assistance programs (Supportive Housing program, Shelter Plus Care program,  
24 and Section 8 Moderate Rehabilitation SRO program) into a single grant program known as the Continuum  
25 of Care (CoC) Program under HUD; and,

26 WHEREAS, the County of Riverside submits a consolidated homeless assistance application  
27 to HUD for supportive housing and shelter plus care projects, which results in HUD awarding grant funding  
28 through the acceptance of and execution of a grant agreement; and,

FORM APPROVED COUNTY COUNSEL  
BY: *Sybil M. Gunzel* 4/13/2020  
DATE: SYBIL M. GUNZEL

1 WHEREAS, in order to facilitate acceptance of said grants and assure that funds are  
2 available for future County homeless projects, it is desired to delegate authority to the Director of the  
3 Department of Housing, Homelessness Prevention & Workforce Solutions, or designee, to apply for and  
4 accept federal grants for projects funded by the HEARTH Act, and apply for and accept any necessary  
5 amendments to such grants; and,

6 WHEREAS, the Board of Supervisors of the County of Riverside has approved a transfer  
7 and new designation for the County's homeless assistance projects and programs to the Department of  
8 Housing, Homelessness Prevention & Workforce Solutions which includes acting as the CoC  
9 Administrative Entity and Collaborative Applicant; and,

10 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board  
11 of Supervisors of the County of Riverside ("Board"), in regular session assembled on April 21, 2020, in the  
12 meeting room of the Board of Supervisors, located on the first floor of the County Administrative Center,  
13 4080 Lemon Street, Riverside, California, that this Board finds and hereby declares the above recitals are  
14 true and correct and that this Resolution No. 2020-106 replaces and supersedes Resolution No. 2010-145.

15 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board hereby  
16 authorizes the Director of the Housing, Homelessness & Workforce Solutions Department, or designee, to  
17 apply for and accept Grants from the United States Department of Housing and Urban Development (HUD)  
18 for projects funded by the HEARTH Act, and apply for and accept any necessary amendments to such  
19 grants.

20 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this resolution shall  
21 take effect immediately upon its adoption by the Board.

22 ROLL CALL:

23 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
24 Nays: None  
25 Absent: None

26 The foregoing is certified to be a true copy of a resolution duly  
27 adopted by said Board of Supervisors on the date therein set forth.

28 Kecia R. Harper, Clerk of said Board

By 

Deputy

3 RESOLUTION NO. 2020-103

5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
 6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, HOMELESSNESS  
 7 PREVENTION AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO APPLY FOR THE 2018  
 8 EMERGENCY SOLUTIONS GRANTS PROGRAM, ACCEPT EMERGENCY SOLUTIONS GRANTS  
 9 FUNDING, EXECUTE THE STANDARD AGREEMENT AND ANY SUBSEQUENT  
 10 AMENDMENTS OR MODIFICATIONS THERETO WITH THE STATE OF CALIFORNIA  
 11 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, AND ADMINISTER THE  
 12 2018 EMERGENCY SOLUTIONS GRANTS PROGRAM IN COLLABORATION WITH THE  
 13 COUNTY OF RIVERSIDE CONTINUUM OF CARE AS THE ADMINISTRATIVE ENTITY FOR  
 14 THE RIVERSIDE COUNTY SERVICE AREA

16 WHEREAS, the State of California (the "State"), Department of Housing and Community  
 17 Development ("Department") issued a Notice of Funding Availability ("NOFA") for the Continuum of Care  
 18 Allocation dated June 8, 2018, as amended with a first amendment dated July 10, 2018, under the  
 19 Emergency Solutions Grants ("ESG") Program ("Program"); and,

20 WHEREAS, the County of Riverside, Department of Public Social Services as the then  
 21 approved State ESG Administrative Entity had submitted an application for 2018 funding allocations for  
 22 the ESG Program; and,

23 WHEREAS, the Department may approve funding allocations for the ESG Program, subject  
 24 to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard  
 25 Agreement and other contracts between the Department and ESG grant recipients; and,

26 WHEREAS, the County of Riverside, Department of Public Social Services applied for the  
 27 2018 ESG Program, accepted the ESG funding, executed the Standard Agreement for the 2018 Program  
 28 allocation; and,

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* 4/13/2020  
 SYNTHIA M. GUNZEL  
 DATE

1           WHEREAS, on April 21, 2020, the Board of Supervisors of the County of Riverside  
2 (“Board”), approved the transfer of its designation of the Administrative Entity/Collaborative Applicant  
3 from its Department of Public Social Services to its Department of Housing, Homelessness Prevention and  
4 Workforce Solutions; and,

5           WHEREAS, the Board desires to transfer the roles and responsibilities associated with the  
6 2018 ESG Program funding allocation awarded to the County, including the administration of any existing  
7 agreements entered into under and to implement the purposes of the ESG Program, from its Department of  
8 Public Social Services to the Department of Housing, Homelessness Prevention and Workforce Solutions;  
9 and,

10           WHEREAS, the Board desire to authorize the Director of the Department of Housing,  
11 Homelessness Prevention and Workforce Solutions to enter into and execute any subsequent amendments  
12 or modifications thereto with the Department, as approved as to form by County Counsel and consistent  
13 with the approvals of the Board associated herewith this ESG Program, and to administer the 2018 ESG  
14 Program in collaboration with County of Riverside Continuum of Care as the Administrative Entity for the  
15 Riverside County service area;

16           NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board  
17 of Supervisors of the County of Riverside, State of California, (“Board”) in regular session assembled on  
18 April 21, 2020, at 9:30 a.m. or soon thereafter, in the meeting room located on the first floor of the County  
19 Administrative Center, 4080 Lemon Street, Riverside, California, that this Resolution No. 2020-103  
20 replaces and supersedes Resolution No. 2018-146 and this Board hereby approves the transfer of the roles  
21 and responsibilities associated with the 2018 ESG Program and authorizes the Director of the Department  
22 of Housing, Homelessness Prevention and Workforce Solutions, or designee, to administer the 2018 ESG  
23 Program for fiscal year 2018/2019, including administering any existing agreements entered into under and  
24 to implement the purposes of the ESG Program.

25           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that if the County of  
26 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions receives an  
27 additional grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it  
28 represents and certifies that it will use all such funds in a manner consistent and in compliance with all

1 applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and  
2 laws regarding the ESG Program, as well as any and all contracts the County of Riverside, Department of  
3 Housing, Homelessness Prevention and Workforce Solutions may have with the Department.

4 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
5 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is hereby authorized  
6 and directed to accept an ESG grant, in an amount not to exceed six hundred thousand nine hundred four  
7 dollars (\$600,904.00), in accordance with all applicable rules and laws.

8 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
9 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions hereby agrees to  
10 use the ESG funds for eligible activities as approved by the Department and in accordance with all Program  
11 requirements, and other rules and laws, as well as in a manner consistent and in compliance with the  
12 Standard Agreement and other contracts between the County of Riverside, Department of Housing,  
13 Homelessness Prevention and Workforce Solutions and the Department.

14 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Director of the  
15 Department of Public Social Services, or her designee in the event that sufficient evidence of designation  
16 is provided to the Department, is authorized to execute the Standard Agreement and any subsequent  
17 amendments or modifications thereto, as well as any other documents which are related to the Program or  
18 the ESG grant awarded to the County of Riverside, Department of Public Social Services, as approved as  
19 to form by County Counsel, as the Department may deem appropriate.

20 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution shall  
21 take effect immediately upon its adoption by this Board.

22 ROLL CALL:

23 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
24 Nays: None  
25 Absent: None

26 The foregoing is certified to be a true copy of a resolution duly  
27 adopted by said Board of Supervisors on the date therein set forth.

28 Kecia R. Harper, Clerk of said Board

By 

3

Deputy

2  
3 RESOLUTION NO. 2020-105

4  
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, HOMELESSNESS  
7 PREVENTION AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO APPLY FOR THE 2019  
8 EMERGENCY SOLUTIONS GRANTS PROGRAM GRANT, ACCEPT THE 2019 EMERGENCY  
9 SOLUTIONS GRANTS PROGRAM GRANT, EXECUTE THE STANDARD AGREEMENT AND  
10 ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS THERETO WITH THE STATE OF  
11 CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE 2019  
12 EMERGENCY SOLUTIONS GRANTS PROGRAM GRANT, AND ADMINISTER THE 2019  
13 EMERGENCY SOLUTIONS GRANTS PROGRAM GRANT IN COLLABORATION WITH THE  
14 COUNTY OF RIVERSIDE CONTINUUM OF CARE AS THE ADMINISTRATIVE ENTITY FOR  
15 THE RIVERSIDE COUNTY SERVICE AREA

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 4-13-2020  
DATE  
SYNTHIA M. GUNZEL

16  
17  
18 WHEREAS, the State of California (the "State"), Department of Housing and Community  
19 Development ("Department") issued a Notice of Funding Availability ("NOFA") for the Continuum of Care  
20 Allocation dated March 29, 2019, as amended with a first amendment dated May 03, 2019, under the  
21 Emergency Solutions Grants ("ESG") Program ("Program"); and

22 WHEREAS, on April 21, 2020, the County of Riverside, a political subdivision of the State  
23 of California, has approved the transfer and designation of the Administrative Entity from the Department  
24 of Public Social Services to the Department of Housing, Homelessness Prevention and Workforce  
25 Solutions; and

26 WHEREAS, the County of Riverside, a political subdivision of the State of California,  
27 through its Department of Housing, Homelessness Prevention and Workforce Solutions, is an approved  
28 State ESG Administrative Entity; and

1           WHEREAS, the Department may approve funding allocations for the ESG Program, subject  
2 to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard  
3 Agreement and other contracts between the Department and ESG grant recipients; and

4           WHEREAS, the County of Riverside, Department of Housing, Homelessness Prevention  
5 and Workforce Solutions, desires to apply for the 2019 ESG Program grant, accept the 2019 ESG Program  
6 grant, execute the Standard Agreement and any subsequent amendments or modifications thereto with the  
7 Department for the 2019 ESG Program grant, as approved as to form by County Counsel and consistent  
8 with the adoption of this Resolution No. 2020-105 and related approvals of the Board of Supervisors of the  
9 County of Riverside, and administer the 2019 ESG Program grant in collaboration with County of Riverside  
10 Continuum of Care as the Administrative Entity for the Riverside County service area;

11           NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board  
12 of Supervisors of the County of Riverside, State of California, (“Board”) in regular session assembled on  
13 April 21, 2020, at 9:30 a.m. or soon thereafter, in the meeting room located on the first floor of the County  
14 Administrative Center, 4080 Lemon Street, Riverside, California, that this Resolution No. 2020-105  
15 replaces and supersedes Resolution No. 2019-087 and that this Board hereby authorizes the Director of the  
16 Department of Housing, Homelessness Prevention and Workforce Solutions, or designee, to apply for the  
17 2019 ESG Program grant for fiscal year 2019/2020.

18           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that if the County of  
19 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions, receives a grant of  
20 ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies  
21 that it will use all such funds in a manner consistent and in compliance with all applicable state and federal  
22 statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG  
23 Program, as well as any and all contracts the County of Riverside, Department of Housing, Homelessness  
24 Prevention and Workforce Solutions may have with the Department.

25           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
26 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is hereby authorized  
27 and directed to accept the 2019 ESG Program grant, in an amount not to exceed six hundred six thousand  
28 seven hundred forty-six dollars (\$606,746.00), in accordance with all applicable rules and laws.

1 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
2 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions hereby agrees to  
3 use the ESG funds for eligible activities as approved by the Department and in accordance with all Program  
4 requirements, and other rules and laws, as well as in a manner consistent and in compliance with the  
5 Standard Agreement and other contracts between the County of Riverside, Department of Housing,  
6 Homelessness Prevention and Workforce Solutions and the Department.

7 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Director of the  
8 Department of Housing, Homelessness Prevention and Workforce Solutions, or designee in the event that  
9 sufficient evidence of designation is provided to the Department, is authorized to execute the Standard  
10 Agreement and any subsequent amendments or modifications thereto for the 2019 ESG Program grant, as  
11 well as any other documents which are related to the Program or the ESG grant awarded to the County of  
12 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions, as approved as to  
13 form by County Counsel, as the Department may deem appropriate.

14 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
15 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is authorized to  
16 administer the 2019 ESG Program grant in collaboration with the County of Riverside Continuum of Care  
17 as the Administrative Entity for the Riverside County Service Area.

18 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution  
19 shall take effect immediately upon its adoption.

20 ROLL CALL:

21 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
22 Nays: None  
23 Absent: None

24 The foregoing is certified to be a true copy of a resolution duly  
25 adopted by said Board of Supervisors on the date therein set forth.

26 Kacia R. Harper, Clerk of said Board

27 By  Deputy  
28



2  
3 RESOLUTION NO. 2020-102

4  
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, HOMELESSNESS  
7 PREVENTION AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO APPLY FOR THE 2018  
8 CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM GRANT, ACCEPT  
9 CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING FUNDING, EXECUTE THE  
10 STANDARD AGREEMENT AND ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS  
11 THERE TO WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND  
12 COMMUNITY DEVELOPMENT, AND ADMINISTER THE 2018 CALIFORNIA EMERGENCY  
13 SOLUTIONS AND HOUSING PROGRAM IN COLLABORATION WITH THE COUNTY OF  
14 RIVERSIDE CONTINUUM OF CARE AS THE ADMINISTRATIVE ENTITY FOR THE RIVERSIDE  
15 COUNTY SERVICE AREA

16  
17  
18 WHEREAS, the State of California (the "State"), Department of Housing and Community  
19 Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 08/15/2018 under  
20 the California Emergency Solutions and Housing ("CESH") Program ("Program"); and,

21 WHEREAS, the County of Riverside, a political subdivision of the state of California,  
22 through its Department of Housing, Homelessness Prevention and Workforce Solutions is an  
23 Administrative Entity designated by the Continuum of Care to administer the CESH Program funds; and,

24 WHEREAS, the Department may approve funding allocations for the CESH Program,  
25 subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and  
26 other contracts between the Department and CESH grant recipients; and,

27 WHEREAS, the County of Riverside, Department of Housing, Homelessness Prevention  
28 and Workforce Solutions desires to apply for the 2018 CESH Program, accept CESH funding, execute the

FORM APPROVED BY COUNTY CLERK  
BY: *Synthia M. Gunzel* DATE: *4/21/2020*  
SYNTHIA M. GUNZEL

1 Standard Agreement and any subsequent amendments or modifications thereto with the Department, as  
2 approved as to form by County Counsel and consistent with the Board of Supervisors' approval, and  
3 administer the 2018 CESH Program in collaboration with County of Riverside Continuum of Care as the  
4 Administrative Entity for the Riverside County service area;

5 NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board  
6 of Supervisors of the County of Riverside, State of California, ("Board") in regular session assembled on  
7 April 21, 2020, at 9:30 a.m. or soon thereafter, in the meeting room located on the first floor of the County  
8 Administrative Center, 4080 Lemon Street, Riverside, California, that this Resolution No. 2020-102  
9 replaces and supersedes Resolution No. 2018-194 and that this Board hereby authorizes the Director of the  
10 Department of Housing, Homelessness Prevention and Workforce Solutions, or designee, to apply for the  
11 2018 CESH Program for fiscal year 2018/2019.

12 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that if the County of  
13 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions receives a grant of  
14 CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies  
15 that it will use all such funds in a manner consistent and in compliance with all applicable state and federal  
16 statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH  
17 Program, as well as any and all contracts the County of Riverside, Department of Housing, Homelessness  
18 Prevention and Workforce Solutions may have with the Department.

19 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
20 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is hereby authorized  
21 and directed to accept a CESH grant, in an amount not to exceed two million six hundred eighty-eight  
22 thousand six hundred seventy-two dollars (\$2,688,672.00), in accordance with all applicable rules and laws.

23 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
24 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions hereby agrees to  
25 use the CESH funds for eligible activities as approved by the Department and in accordance with all  
26 Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with  
27 the Standard Agreement and other contracts between the County of Riverside, Department of Housing,  
28 Homelessness Prevention and Workforce Solutions and the Department.

1 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Director of the  
2 Department of Housing, Homelessness Prevention and Workforce Solutions, or designee in the event that  
3 sufficient evidence of designation is provided to the Department, is authorized to execute the Standard  
4 Agreement and any subsequent amendments or modifications thereto, as well as any other documents which  
5 are related to the Program or the CESH grant awarded to the County of Riverside, Department of Housing,  
6 Homelessness Prevention and Workforce Solutions, as approved as to form by County Counsel, as the  
7 Department may deem appropriate.

8 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
9 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is authorized to  
10 administer the 2018 CESH Program in collaboration with the County of Riverside Continuum of Care as  
11 the Administrative Entity for the Riverside County Service Area.

12 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution shall  
13 take effect immediately upon its adoption by this Board.

14 ROLL CALL:

15 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
16 Nays: None  
17 Absent: None

18 The foregoing is certified to be a true copy of a resolution duly  
19 adopted by said Board of Supervisors on the date therein set forth.

20 Kecia R. Harper, Clerk of said Board

21 By Karen Bogdan  
22 Deputy  
23  
24  
25  
26  
27  
28

2  
3 RESOLUTION NO. 2020-104

4  
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, HOMELESSNESS  
7 PREVENTION AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO APPLY FOR THE 2019  
8 CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM GRANT, ACCEPT THE  
9 2019 CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM GRANT, EXECUTE  
10 THE STANDARD AGREEMENT AND ANY SUBSEQUENT AMENDMENTS OR  
11 MODIFICATIONS THERETO WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING  
12 AND COMMUNITY DEVELOPMENT FOR THE 2019 CALIFORNIA EMERGENCY SOLUTIONS  
13 AND HOUSING PROGRAM GRANT, AND ADMINISTER THE 2019 CALIFORNIA EMERGENCY  
14 SOLUTIONS AND HOUSING PROGRAM GRANT IN COLLABORATION WITH THE COUNTY  
15 OF RIVERSIDE CONTINUUM OF CARE AS THE ADMINISTRATIVE ENTITY FOR THE  
16 RIVERSIDE COUNTY SERVICE AREA

17  
18  
19 WHEREAS, the State of California (the "State"), Department of Housing and Community  
20 Development ("Department") issued a Notice of Funding Availability ("NOFA") dated March 21, 2019,  
21 and amended with a first amendment dated April 8, 2019, under the California Emergency Solutions and  
22 Housing ("CESH") Program ("Program"); and

23 WHEREAS, the County of Riverside, a political subdivision of the state of California,  
24 through its Department of Housing, Homelessness Prevention And Workforce Solutions is an  
25 Administrative Entity designated by the Continuum of Care to administer the CESH Program funds; and

26 WHEREAS, the Department may approve funding allocations for the CESH Program,  
27 subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and  
28 other contracts between the Department and CESH grant recipients; and

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel*  
 DATE: *4-13-2020*  
 SYNTHIA M. GUNZEL

1           WHEREAS, the County of Riverside, Department of Housing, Homelessness Prevention  
2 And Workforce Solutions desires to apply for the 2019 CESH Program grant, accept the 2019 CESH  
3 Program grant, execute the Standard Agreement and any subsequent amendments or modifications thereto  
4 with the Department for the 2019 CESH Program grant, as approved as to form by County Counsel and  
5 consistent with the Board of Supervisors' approval, and administer the 2019 CESH Program grant in  
6 collaboration with County of Riverside Continuum of Care as the Administrative Entity for the Riverside  
7 County service area;

8           NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board  
9 of Supervisors of the County of Riverside, State of California, ("Board") in regular session assembled on  
10 April 21, 2020, at 9:30 a.m. or soon thereafter, in the meeting room located on the first floor of the County  
11 Administrative Center, 4080 Lemon Street, Riverside, California, that this Resolution No. 2020-104  
12 replaces and supersedes Resolution No. 2019-086 and that this Board hereby authorizes the Director of the  
13 Department of Housing, Homelessness Prevention And Workforce Solutions, or designee, to apply for the  
14 2019 CESH Program grant.

15           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that if the County of  
16 Riverside, Department of Housing, Homelessness Prevention And Workforce Solutions receives a grant of  
17 CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies  
18 that it will use all such funds in a manner consistent and in compliance with all applicable state and federal  
19 statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH  
20 Program, as well as any and all contracts the County of Riverside, Department of Housing, Homelessness  
21 Prevention And Workforce Solutions may have with the Department.

22           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
23 Riverside, Department of Housing, Homelessness Prevention And Workforce Solutions is hereby  
24 authorized and directed to accept the 2019 CESH Program grant, in an amount not to exceed one million  
25 four hundred ninety-five thousand four hundred thirty-two dollars (\$1,495,432.00), in accordance with  
26 all applicable rules and laws.

27           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
28 Riverside, Department of Housing, Homelessness Prevention And Workforce Solutions hereby agrees to

1 use the CESH funds for eligible activities as approved by the Department and in accordance with all  
2 Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with  
3 the Standard Agreement and other contracts between the County of Riverside, Department of Housing,  
4 Homelessness Prevention And Workforce Solutions and the Department.

5 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Director of the  
6 Department of Housing, Homelessness Prevention And Workforce Solutions, or designee, in the event that  
7 sufficient evidence of designation is provided to the Department, is authorized to execute the Standard  
8 Agreement and any subsequent amendments or modifications thereto for the 2019 CESH Program grant, as  
9 well as any other documents which are related to the Program or the CESH grant awarded to the County of  
10 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions, as approved as to  
11 form by County Counsel, as the Department may deem appropriate.

12 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
13 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is authorized to  
14 administer the 2019 CESH Program grant in collaboration with the County of Riverside Continuum of Care  
15 as the Administrative Entity for the Riverside County Service Area.

16 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution shall  
17 take effect immediately upon its adoption by this Board.

18 ROLL CALL:

19 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
20 Nays: None  
21 Absent: None

22 The foregoing is certified to be a true copy of a resolution duly  
23 adopted by said Board of Supervisors on the date therein set forth.

24 Kecia R. Harper, Clerk of said Board

25 By  Deputy  
26  
27  
28

2  
3 RESOLUTION NO. 2020-077

4  
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, HOMELESSNESS  
7 PREVENTION AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO APPLY FOR THE 2020  
8 EMERGENCY SOLUTIONS GRANTS PROGRAM GRANT, ACCEPT THE 2020 EMERGENCY  
9 SOLUTIONS GRANTS PROGRAM GRANT, EXECUTE THE STANDARD AGREEMENT AND  
10 ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS THERETO WITH THE STATE OF  
11 CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE 2020  
12 EMERGENCY SOLUTIONS GRANTS PROGRAM GRANT, AND ADMINISTER THE 2020  
13 EMERGENCY SOLUTIONS GRANTS PROGRAM GRANT IN COLLABORATION WITH THE  
14 COUNTY OF RIVERSIDE CONTINUUM OF CARE AS THE ADMINISTRATIVE ENTITY FOR  
15 THE RIVERSIDE COUNTY SERVICE AREA.

16  
17  
18 WHEREAS, the State of California (the "State"), Department of Housing and Community  
19 Development ("Department") issued a Notice of Funding Availability ("NOFA") for the Continuum of Care  
20 Allocation dated February 28, 2020 under the Emergency Solutions Grants ("ESG") Program ("Program");  
21 and

22 WHEREAS, the County of Riverside, a political subdivision of the State of California,  
23 through its Department of Housing, Homelessness Prevention and Workforce Solutions, is an approved  
24 State ESG Administrative Entity; and

25 WHEREAS, the Department may approve funding allocations for the ESG Program, subject  
26 to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard  
27 Agreement and other contracts between the Department and ESG grant recipients; and  
28

FORM APPROVED, COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 4-13-20  
DATE  
SYNTHIA M. GUNZEL

1           WHEREAS, the County of Riverside, Department of Housing, Homelessness Prevention  
2 and Workforce Solutions, desires to apply for the 2020 ESG Program grant, accept the 2020 ESG Program  
3 grant, execute the Standard Agreement and any subsequent amendments or modifications thereto with the  
4 Department for the 2020 ESG Program grant, as approved as to form by County Counsel and consistent  
5 with the adoption of this Resolution No. 2020-077 and related approvals of the Board of Supervisors of the  
6 County of Riverside, and administer the 2020 ESG Program grant in collaboration with County of Riverside  
7 Continuum of Care as the Administrative Entity for the Riverside County service area;

8           NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board  
9 of Supervisors of the County of Riverside, State of California, (“Board”) in regular session assembled on  
10 April 21, 2020, at 9:30 a.m. or soon thereafter, in the meeting room located on the first floor of the County  
11 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board hereby authorizes the  
12 Director of the Department of Housing, Homelessness Prevention and Workforce Solutions, or designee,  
13 to apply for the 2020 ESG Program grant for fiscal year 2020/2021.

14           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that if the County of  
15 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions, receives a grant of  
16 ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies  
17 that it will use all such funds in a manner consistent and in compliance with all applicable state and federal  
18 statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG  
19 Program, as well as any and all contracts the County of Riverside, Department of Housing, Homelessness  
20 Prevention and Workforce Solutions may have with the Department.

21           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
22 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is hereby authorized  
23 and directed to accept the 2020 ESG Program grant, in an amount not to exceed six hundred six thousand  
24 seven hundred forty-six dollars (\$603,390.00), in accordance with all applicable rules and laws.

25           BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
26 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions hereby agrees to  
27 use the ESG funds for eligible activities as approved by the Department and in accordance with all Program  
28 requirements, and other rules and laws, as well as in a manner consistent and in compliance with the



1 Standard Agreement and other contracts between the County of Riverside, Department of Housing,  
2 Homelessness Prevention and Workforce Solutions and the Department.

3 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Director of the  
4 Department of Housing, Homelessness Prevention and Workforce Solutions, or designee in the event that  
5 sufficient evidence of designation is provided to the Department, is authorized to execute the Standard  
6 Agreement and any subsequent amendments or modifications thereto for the 2020 ESG Program grant, as  
7 well as any other documents which are related to the Program or the ESG grant awarded to the County of  
8 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions, as approved as to  
9 form by County Counsel, as the Department may deem appropriate.

10 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
11 Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions is authorized to  
12 administer the 2020 ESG Program grant in collaboration with the County of Riverside Continuum of Care  
13 as the Administrative Entity for the Riverside County Service Area.

14 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution  
15 shall take effect immediately upon its adoption.

16 ROLL CALL:

17 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
18 Nays: None  
19 Absent: None

20 The foregoing is certified to be a true copy of a resolution duly  
21 adopted by said Board of Supervisors on the date therein set forth.

22 Kecia R. Harper, Clerk of said Board

23 By   
24 Deputy

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
RIVERSIDE COUNTY CONTINUUM OF CARE (CoC) AND  
THE COUNTY OF RIVERSIDE ON  
BEHALF OF ITS DEPARTMENT OF  
HOUSING, HOMELESSNESS  
PREVENTION & WORKFORCE  
SOLUTIONS AS CoC  
COLLABORATIVE APPLICANT**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County Continuum of Care, hereinafter referred to as "CoC," and the County of Riverside on behalf of its Department of Housing, Homelessness Prevention & Workforce Solutions hereinafter referred to as "HHWS," to allow HHWS to perform Collaborative Applicant activities as a result of the U.S. Department of Housing and Urban Development (HUD) directives relative to the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, subsequent amendments, relative to HUD's Continuum of Care Program set forth in Title 24 Code of Federal Regulations (CFR) Part 578, and relative to the Emergency Solutions Grant (ESG).

**II. DEFINITIONS**

- A. "Board of Governance" is defined as the group organized to govern the Riverside County CoC by providing oversight and accountability for all CoC responsibilities.
- B. "Collaborative Applicant" refers to the eligible applicant that has been designated by the CoC to submit the annual CoC Consolidated Application for funding on behalf of the CoC. In addition, the Collaborative Applicant is the only entity that can apply for a grant for Continuum of Care planning funds on behalf of the CoC. As set forth in this MOU, the Collaborative Applicant is currently designated as the County of Riverside through its Department of Housing, Homelessness Prevention & Workforce Solutions.
- C. "Continuum of Care" is defined as the group organized to carry out the responsibilities required by the Department of Housing and Urban Development (HUD) Continuum of Care Program. It is composed of but not limited to representatives of organizations, including nonprofit homeless providers and employment providers, domestic violence and sexual assault providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.
- D. "Homeless Management Information System (HMIS)" is defined as the information system designated by the Riverside County CoC to comply with the HMIS requirements prescribed by HUD.

APR 21 2020 3.18

### III. TERMS

This MOU shall be in effect from the date of approval by both parties until termination. Any proposed termination by the CoC must be taken to the Board of Governance for final determination and action. The CoC shall provide a 60 day notice to HHWS of termination in writing. HHWS shall provide a 60 day notice of termination to the Riverside County CoC in writing. Upon termination, HHWS shall relinquish the entire work product for the CoC within 30 days of the termination date.

### IV. HHWS RESPONSIBILITIES

As the designated Collaborative Applicant, HHWS shall have the following responsibilities:

- A. For the purposes of the annual HUD CoC application and the management of CoC Program planning grants, HHWS as the CoC Collaborative Applicant is the only entity that may:
  1. Submit the CoC Consolidated Application to HUD.
  2. Apply for CoC Program grants from HUD on behalf of the CoC.
  3. Apply for and receive CoC Program planning funds on behalf of the CoC.
- B. HHWS shall provide administrative support to the CoC in holding meetings of the full membership, the Board of Governance and any standing committees, with published agendas in accordance with the Ralph M. Brown Act (*24 CFR 578.7 (a)(1); California Government Code section 54950 et seq.*) The HHWS specific responsibilities shall include:
  1. Providing administrative support to the CoC as needed or identified between the CoC and HHWS (i.e., preparation of agendas and minutes, development of Strategic Plan, ongoing reports, correspondence, meeting notifications, and other support as may be needed).
  2. Providing all equipment necessary and meeting space for the meetings and other functions of the CoC as may be necessary.
  3. Keeping all records relative to CoC activities (e.g. Board of Governance (BOG), Standing Committees, Ad Hoc Committees, HMIS Administrators Council attendance records, agendas, minutes, important documents relative to each board/committee, and other documents, records, information as may be deemed necessary by the CoC or Collaborative Applicant).
  4. Maintaining accurate and up-to-date information relative to CoC calendars, rosters, and other documents as may be necessary.
- C. HHWS shall collaborate with the CoC to develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with HUD guidelines. (*24 CFR 578.7(a)(5)*)
- D. HHWS shall consult with the CoC recipients and subrecipients to establish performance targets appropriate for population and program type, monitor recipient and subrecipient performance, evaluate outcomes, provide technical assistance, and recommend taking action against poor performers. (*24 CFR 578.7(a)(6)*)
- E. HHWS shall collaborate with the CoC in evaluating outcomes of projects funded under the Emergency Solutions Grants program and the CoC program, and report to HUD. (*24 CFR 578.7(a)(7)*)
- F. HHWS shall consult with the CoC and the recipients of Emergency Solutions Grants program funds within the geographic area, establish and operate either a centralized or coordinated entry system in compliance with requirements established by HUD by Notice

- that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. (24 CFR 578.7(a)(8))
- G. HHWS shall collaborate with the CoC to develop a specific policy to guide the operation of the centralized or coordinated entry system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. (24 CFR 578.7(a)(8))
  - H. HHWS shall consult with the CoC and recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing CoC assistance. (24 CFR 578.7(a)(9))
  - I. HHWS shall collaborate with the CoC in developing a plan that includes coordinating the implementation of a housing and service system within its geographic area that meets the needs of persons experiencing homelessness (including unaccompanied youth) and families. At a minimum, such system shall encompass the following:
    - 1. Outreach, engagement, and assessment
    - 2. Shelter, housing, and supportive services
    - 3. Prevention strategies (24 CFR 578.7(c)(1))
  - J. HHWS shall conduct planning for and conduct annually, a point-in-time count of homeless persons within the geographic area that meets the following requirements:
    - 1. Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
    - 2. Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
    - 3. Other requirements established by HUD by Notice. (24 CFR 578.7(c)(2))
  - K. HHWS shall collaborate with the CoC in conducting an annual gaps analysis of the homeless needs and services available within the geographic area. (24 CFR 578.7(c)(3))
  - L. HHWS shall provide data and information required to complete the Consolidated Plan(s) within the CoC's geographic area. (24 CFR 578.7(c)(4))
  - M. HHWS shall consult with the CoC, and State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and subrecipients. (24 CFR 578.7(c)(5))
  - N. HHWS shall undertake the annual HUD Notice of Funding Availability (NOFA) application process from data collection, application preparation, completion and submittal, and all other activities required in the preparation and completion of the document(s).
  - O. HHWS shall also assume responsibility for monitoring CoC programs in accordance with a CoC-approved quality assurance plan and to report outcomes to the CoC to ensure compliance for HUD requirements.
  - P. HHWS shall retain sufficient staff to perform all functions as necessary to fulfill the responsibilities as the Collaborative Applicant, including planning, contracts, fiscal, and administrative support; ensuring that employed staff is trained to assist with all aspects related to the needs of the CoC and implementation of HUD rules and regulations as the Collaborative Applicant.
  - Q. HHWS may assist the CoC in writing and submitting any required reports or documentation as specified by any funding source as may be needed by the CoC.
  - R. HHWS shall perform other functions that may arise that are not identified within this MOU but may be necessary to carry out the operation and functions of the CoC and/or as the

Collaborative Applicant with full disclosure to the CoC.

## V. CoC RESPONSIBILITIES

The Riverside County CoC shall have the following responsibilities:

- A. The CoC shall hold meetings of the full membership, the Board of Governance and any standing committees, with published agendas in accordance with the Ralph M. Brown Act (24 CFR 578.7 (a)(1); California Government Code section 54950 et seq.)
- B. The CoC shall make an invitation for new members to join the CoC publicly at least annually. (24 CFR 578.7(a)(2))
- C. The CoC shall appoint additional committees, subcommittees, or workgroups. (24 CFR 578.7(a)(4))
- D. The CoC shall consult with HHWS to develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with HUD guidelines. (24 CFR 578.7(a)(5))
- E. The CoC shall consult with recipients and subrecipients to establish performance targets appropriate for population and program type, monitoring recipient and subrecipient performance, evaluating outcomes, and taking action against poor performers. (24 CFR 578.7(a)(6))
- F. The CoC shall develop a plan that includes coordinating the implementation of a housing and service system within its geographic area that meets the needs of persons experiencing homelessness (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
  1. Outreach, engagement, and assessment
  2. Shelter, housing, and supportive services
  3. Prevention strategies (24 CFR 578.7(c)(1))
- G. The CoC shall oversee the development of a specific policy to guide the operation of the centralized or coordinated entry system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. (24 CFR 578.7(a)(8))
- H. The CoC shall consult with the recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing CoC assistance. (24 CFR 578.7(a)(9))
- I. The CoC shall consult with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and subrecipients. (24 CFR 578.7(c)(5))
- J. The CoC shall provide oversight to HHWS for planning and conducting, at least an annual point-in-time count of people experiencing homelessness within the geographic area that meets the following HUD requirements:
  1. Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
  2. Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
  3. Other requirements established by HUD by Notice. (24 CFR 578.7(c)(2))
- K. The CoC shall conduct an annual gaps analysis of the homeless needs and services available within the geographic area. (24 CFR 578.7(c)(3))

- L. The CoC shall provide information required to complete the Consolidated Plan(s) within the CoC's geographic area. (24 CFR 578.7(c)(4))
- M. The CoC shall perform other functions that may arise that are not identified within this MOU but may be necessary to carry out the operation and functions of the CoC.

## **VI. MUTUAL RESPONSIBILITIES**

- A. The CoC and HHWS shall work together to build a CoC organization that is capable of addressing the needs of people experiencing homelessness and implement programs and projects addressing the identified needs and gaps in service.
- B. The CoC and HHWS shall make every effort to approach various agencies, entities, service providers, general public, and others to further the homelessness cause and implement programs and services needed dependent on available funding.
- C. The CoC and HHWS shall strive to educate the community about their roles, responsibilities, and collaborative mission working together to develop an effective community plan for sharing information.
- D. The CoC and HHWS shall communicate regularly and nurture collaboration, and will ensure that other partners are included in the collaboration and development of appropriate community initiatives.
- E. The CoC and HHWS shall develop training programs designed to educate CoC members relative to homeless issues, gaps, and services, HUD rules and regulations, and other training as may be identified.
- F. The CoC and HHWS shall perform other functions that may arise that are not identified within this MOU but may be necessary to carry out the operation and functions of the CoC or the Collaborative Applicant.

## **VII. INDEPENDENT CONTRACTOR**

In the performance of the obligations under this MOU, it is understood and agreed that HHWS is at all times acting and performing services as an independent contractor, and the Riverside County CoC shall exercise no control or direction over the manner and means by which HHWS performs its obligations under this MOU, except as stated herein, as stated within the Riverside County CoC Board of Governance Charter, or pursuant to Federal or State law. All persons employed by or volunteering for the HHWS in the performance of Riverside County CoC's services and functions shall be considered employees, volunteers, and agents of HHWS. No person employed or volunteering for the Riverside County CoC shall be entitled to a HHWS pension, civil service, or any status or right, nor shall he or she be deemed to be a HHWS employee as a result of this MOU. Additionally, all persons employed by or volunteering for the Riverside County CoC shall not represent themselves to be affiliated with HHWS.

## **VIII. DATA CONFIDENTIALITY, SECURITY and SHARING**

HHWS and the CoC shall comply with any provisions of HUD and any other applicable federal and state laws regarding data security and confidentiality, as they now exist, or may be modified in the future, in both electronic and paper format.

## **IX. FISCAL PROVISIONS**

- A. The CoC shall agree that HHWS will act as fiscal agent for all HUD/CoC funding received for the purposes of addressing homelessness and those at-risk of becoming homeless and other related target populations.
- B. The CoC shall agree that HHWS will receive 50% of administrative costs for each project submitted in the HUD Consolidated Application to undertake the activities associated with being the CoC's Collaborative Applicant.
- C. HHWS shall agree that it will utilize funding in accordance with applicable HUD rules and regulations.
- D. HHWS shall agree to make available necessary funding to perform programs, projects, activities, staff, housing, services, and other HUD related costs, fees, etc. as may be necessary for the CoC to perform its job, unless funding restraints prevent such. If funding restraints are an issue, HHWS shall discuss with the CoC Board of Governance to attempt to resolve funding issues related to performing Collaborative Applicant's roles and responsibilities.
- E. HHWS shall agree to provide financial data as required/needed by the CoC to perform its responsibilities according to the HUD and 24 CFR rules and regulations.
- F. In compliance with the Timeliness Standards in the CoC Interim Rules (*24 CFR 578.85*), HHWS shall ensure that claims are paid to contract recipients no later than 45 days after receiving an approvable request for such distribution. HHWS shall be responsible to know and follow all accounting procedures of the State of California and the Federal Government and retain all financial documentation as required under law.

## **X. GENERAL PROVISIONS**

- A. This MOU constitutes the entire agreement between the parties with regard to the Collaborative Applicant responsibilities. No waiver of any term or condition of this MOU shall be deemed a continuing waiver hereof. This MOU is binding upon HHWS and their successors and assignees. Except as otherwise provided herein, the HHWS shall not assign, sublet, or transfer its' interest in this MOU or any part thereof without the prior written consent of the Riverside County CoC. Any such assignment shall, at the option of the Riverside County CoC, immediately void this MOU.
- B. Any alternations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly Signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Riverside, State of California.
- D. This MOU may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the

same instrument.

## **XI. INDEMNIFICATION**

- A. Riverside County CoC promises and agrees to defend, protect, indemnify, and save harmless HHWS, its officers, agents, and employees, volunteers from and against any, and all claims, demands, and liability for damages for personal injury or property damage suffered by reason of any act or omission of HHWS, or HHWS employees, volunteers, agents, or contractors, or by reason of any dangerous or defective condition caused or permitted by HHWS or HHWS's employees, volunteers, agents, or contractors.
- B. HHWS promises and agrees to defend, indemnify, and hold harmless the Riverside County CoC, its officers, employees, and volunteers from all claims, demands, and liability for damages for personal injury or property damage suffered by reason of any act or omission of the HHWS or the officers or employees, or by reason of any dangerous or defective condition caused or permitted by the HHWS or the HHWS's officers or employees, except where such action, omission, or condition is caused by or is the result of an action, omission, or request of Riverside County CoC or CoC's officers, employees, or volunteers or is alleged to arise out of the execution of this MOU.

## **XII. INSURANCE**

- A. HHWS shall secure and maintain throughout the contractual period and any extensions thereof, professional liability insurance, public liability insurance, property damage, and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations from this MOU. Said insurance shall be maintained in full force and effect during the term of the Agreement or renewals or extensions thereof. Such a policy shall be for not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 on account for any one occurrence, and \$1,000,000 for property damage, and shall be placed with a company authorized to conduct business in the State of California. The CoC shall be named as an additional insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall be provided with a written notice to the CoC thirty (30) days prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the CoC. The amount of such insurance shall not be deemed a limitation of the CoC's agreement to save and hold harmless and if HHWS becomes liable for an amount in excess of the insurance, HHWS will save and hold the CoC harmless from the whole thereof.
- B. HHWS shall secure and maintain throughout the term of this MOU, Workers' Compensation insurance as prescribed by the laws of the State of California. A certificate evidencing such coverage shall be filed with the CoC Board of Governance. Said certificate shall provide that the CoC will be given at least thirty (30) days written notice prior to cancellation.

## **XIII. NOTICES**




Notices shall be deemed given under this MOU, when in writing and personally delivered Riverside County CoC Board of Governance Chairperson at a regularly scheduled membership meeting and when in writing and mailed to the HHWS at its business address.

**XIV. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this MOU. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this MOU.

For Collaborative Applicant (HHWS)

By:   
V. Manuel Perez, Chairman  
Riverside County Board of  
Supervisors

Date: 4/21/2020

For Riverside County CoC

By:   
Tammy Marine, Chairperson  
Riverside County Continuum of Care  
Board of Governance

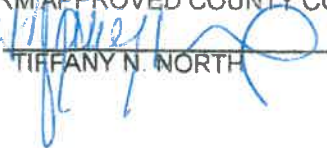
Date:

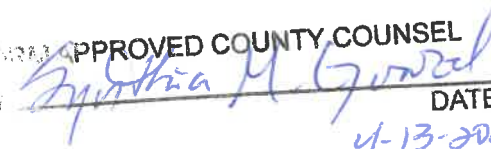
ATTEST:

KECIA R. HARPER, Clerk

By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  4/13/2020  
TIFFANY N. NORTH DATE

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE 4-13-2020

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
RIVERSIDE COUNTY CONTINUUM OF CARE (Riverside County CoC)  
AND  
THE COUNTY OF RIVERSIDE ON  
BEHALF OF ITS DEPARTMENT OF  
HOUSING, HOMELESSNESS  
PREVENTION & WORKFORCE  
SOLUTIONS REGARDING  
HOMELESS MANAGEMENT  
INFORMATION SYSTEM LEAD**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County Continuum of Care, hereinafter referred to as "Riverside County CoC," and the County of Riverside on behalf of its Department of Housing, Homelessness Prevention & Workforce Solutions hereinafter referred to as the "HHWS" to allow HHWS to perform Homeless Management Information System (HMIS) Lead activities relative to the U.S. Department of Housing and Urban Development's (HUD) Continuum of Care Program set forth in Title 24 Code of Federal Regulations (CFR) Part 578.

WITNESSETH:

WHEREAS, the Federal Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act") requires that all communities have a HMIS with the capacity to collect unduplicated counts of individuals and families experiencing homelessness. Through their HMIS, a community should be able to collect information from projects serving homeless families and individuals to use as part of their needs analyses and to establish funding priorities. With enactment of the HEARTH Act, HMIS participation became a statutory requirement for recipients and subrecipients of HUD's Continuum of Care Program and Emergency Solutions Grant (ESG) funds.

WHEREAS, HUD has since directed the Continuums of Care funded by HUD to develop a local HMIS to collect and report data on the usage of homeless services which adheres to the HMIS Data Manual (published in the 2020 HMIS Data Dictionary and HMIS Data Standards Manual) providing communities with baseline data collection requirements. HMIS systems must be able to collect all of the data elements defined in the HMIS Data Dictionary, support system logic identified in this document, and ensure that data collection and the visibility of data elements is appropriate to the project type and federal funding source for any given project.

NOW, THEREFORE, IT IS AGREED that the HMIS Administrators Council and HMIS Lead Agency, as defined herein, are responsible for the effective operation and implementation of Riverside County's HMIS, and affirm their commitment to work together as set forth in this MOU.

**II. DEFINITIONS**

A. "Board of Governance" is defined as the group organized to govern the Riverside

APR 21 2020 3.18

County CoC by providing oversight and accountability for all CoC responsibilities.

- B. "Continuum of Care" is defined as the group organized to carry out the responsibilities required by the Department of Housing and Urban Development (HUD) Continuum of Care Program. It is composed of but not limited to representatives of organizations, including nonprofit homeless providers and employment providers, domestic violence and sexual assault providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.
- C. "HMIS Lead" is defined as the entity designated by the Riverside County CoC to operate the HMIS on its behalf. As set forth in this MOU, the HMIS Lead is currently designated as the Department of Housing, Homelessness Prevention & Workforce Solutions.
- D. "HMIS Administrators Council" is defined as the Riverside County CoC committee comprised of designated HMIS Administrators (required participation), HMIS Lead Agency Staff, and others as deemed appropriate by the Council or Riverside County CoC to provide oversight, guidance and data quality assurance within the chosen HMIS system, on behalf of the Riverside County CoC.
- E. "Homeless Management Information System (HMIS)" is defined as the information system designated by the Riverside County CoC to comply with the HMIS requirements prescribed by HUD.

### **III. TERMS**

This MOU shall be in effect from the date of approval by both parties until termination. Any proposed termination by the Riverside County CoC must be taken to the Board of Governance for final determination and action. The Riverside County CoC shall provide a 60 day notice to the HMIS Lead of termination in writing. The HMIS Lead shall provide a 60 day notice of termination to the Riverside County CoC in writing.

The Riverside County CoC will develop and keep current a business contingency plan that addresses separation or termination of services by either Riverside County CoC or the HMIS Lead Agency, including a succession and transition process. The business contingency plan will include operational and financial considerations for separation and transition, including in the event of a change in HMIS software.

### **IV. HMIS ADMINISTRATORS COUNCIL RESPONSIBILITIES**

The HMIS Administrators Council shall have the following responsibilities:

- A. Hold regularly scheduled meetings.
- B. Determine the policies/procedures governing the HMIS system for the Riverside County CoC.
- C. Provide oversight to the HMIS Lead agency.
- D. Governance and oversight of HMIS planning, participation, coordination of resources, coordination of data and data integration.
- E. Oversee the security policies which support and protect the rights and privacy of clients.
- F. Oversee determination of the software application used in HMIS system.

- G. Review HMIS data for accuracy, reporting and compliance on a regular basis.
- H. Ensure HMIS Lead agency provides regular training to HMIS users on ethics and client confidentiality.
- I. Ensure HMIS is governed in accordance with Riverside County CoC Board of Governance Charter and applicable HUD Regulations.
- J. Monitor HMIS Lead on a regular basis.
- K. Ensure monitoring is conducted by HMIS Lead of participating agencies for compliance.
- L. Ensure participating agencies are collecting all required data elements to comply with federal and state reporting requirements.
- M. Ensure consistent agency participation.
- N. Ensure accuracy of Riverside County CoC Notice of Funding Availability (NOFA) and Annual Homeless Assessment Report (AHAR) reporting.
- O. Conduct regular review and update to the HMIS charter.
- P. Assist the Riverside County CoC Collaborative Applicant (HHWS) in the planning of the annual Homeless Point-in-Time count.
- Q. Provide education about the HMIS to the Riverside County CoC and others as needed.

## **V. HMIS LEAD RESPONSIBILITIES**

The HMIS Lead shall have the following responsibilities:

- A. Contract with HMIS software vendor and handle all contract negotiations.
- B. Ensure that the HMIS is able to manage the collection of each data variable and corresponding response categories for the Universal Data Elements as outlined in the current applicable HMIS Data and Technical Standards.
- C. Ensure compliance with all applicable federal and state laws regarding protection of client privacy and confidentiality regulations.
- D. Ensure the HMIS is able to generate a summary report of the number of unduplicated client records that have been entered into the HMIS.
- E. Ensure the HMIS is consistently able to produce an accurate Annual Performance Report (APR) and generates other reports like number and characteristics of clients served, utilization summary, and demographic reports both at the system and program levels for purposes of understanding the nature and extent of homelessness in the Riverside County.
- F. Manage and maintain mechanisms for soliciting, collecting, and analyzing feedback from end users, program managers, agency executive directors, and homeless persons. Feedback includes impressions of operational milestones and progress, system functionality, and general HMIS operations.
- G. Develop plans, policies, and procedures for review and approval by the HMIS Administrators' Council.
- H. Execute Participation Agreements with each contributing HMIS organization and ensures that each HMIS user has signed an HMIS User Agreement (Agreement) and adheres to the all policies and procedures contained in the Agreement.
- I. Provide regular training on software usage, software and data security, and data entry techniques to participating agencies. Develop, update, and disseminate data entry tools and training materials.
- J. Provide regular training on client confidentiality, security and privacy requirements to intake staff, data entry staff and reporting staff at participating agencies. Insure all agencies have sufficient privacy policies and protocols in place.

- K. Ensure agency participation in the Annual Homeless Assessment Report (AHAR) and submission of quality data that meets the HMIS Data Standards (published in the 2020 HMIS Data Dictionary and HMIS Data Manual, as in effect at time of this MOU and as updated by HUD).
- L. Ensure agency participation and review accuracy of data in the annual HIC (Housing Inventory Chart) and submission of quality data that meets the HMIS Data Standards (published in the 2020 HMIS Data Dictionary and HMIS Data Manual, as in effect at time of this MOU and as updated by HUD).
- M. Ensure participation and review accuracy of data in HUD's annual Homeless PIT (Point in Time Count & Survey) and submission of quality data that meets the HMIS Data Standards (published in the 2020 HMIS Data Dictionary and HMIS Data Manual, as in effect at time of this MOU and as updated by HUD).
- N. Ensure and maintain written agreements with participating agencies who share client level data that describes the level of data element or program information sharing among the data sharing HMIS agencies.
- O. Manages the system on a day-to-day basis and the HMIS Help Desk that responds to users requests for assistance.

## **VI. INDEPENDENT CONTRACTOR**

In the performance of the obligations under this MOU, it is understood and agreed that HMIS Lead is at all times acting and performing services as an independent contractor, and the Riverside County CoC shall exercise no control or direction over the manner and means by which HMIS Lead performs its obligations under this MOU, except as stated herein, as stated within the Riverside County CoC Board of Governance Charter, or pursuant to Federal or State law. All persons employed by or volunteering for the HMIS Lead in the performance of Riverside County CoC's services and functions shall be considered employees, volunteers, and agents of HMIS Lead. No person employed or volunteering for the Riverside County CoC shall be entitled to a HMIS Lead pension, civil service, or any status or right, nor shall he or she be deemed to be a HMIS Lead employee as a result of this MOU. Additionally, all persons employed by or volunteering for the Riverside County CoC shall not represent themselves to be affiliated with HMIS Lead.

## **VII. DESIGNATION OF THE HMIS VENDOR**

The current HMIS Software vendor is Eccovia, Inc. with main office located in Salt Lake, Utah. The HMIS Software vendor may be changed through action by the BoG without the need to amend this MOU.

## **VIII. DATA CONFIDENTIALITY, SECURITY and SHARING**

The HMIS Lead, HMIS Administrators Council, and Riverside County CoC shall comply with any provisions of privacy and security protections and requirements including HUD HMIS Data Standards, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules, other law and local HMIS privacy and security policies and procedures, as they now exist, or may be modified in the future, in both electronic and paper format. All parties hereby agree that protected client information will be used only for purposes permitted by this MOU.

## **IX. DATA QUALITY and COMPLIANCE MONITORING**

The HMIS Lead, HMIS Administrators Council, and Riverside County CoC shall establish data quality standards, benchmarks and monitoring methods including the following:

- A. Data quality reports shall be disseminated on a quarterly basis to participating agency programs indicating levels of data entry completion, consistency with program model, and timeliness.
- B. Quarterly reports shall be provided to the Riverside County CoC on HMIS participation rates, data quality and other analyses.
- C. Compliance shall be monitored with HMIS participation requirements, policies and procedures, privacy standards, security requirements, and data quality standards through an annual review per the process outlined in the Participation Agreement and approved by the Riverside County CoC.

## **X. FISCAL PROVISIONS**

- A. HMIS Lead is responsible for applying for the HMIS renewal funds every year during the HUD Continuum of Care grant competition. The terms and uses of HUD funds are governed by the HUD Continuum of Care grant agreement and applicable rules.
- B. HUD Continuum of Care grant comes with a 25% match requirement. The HMIS Lead is responsible for facilitating the commitment of the local match for HMIS. Continuing match funding is subject to and contingent upon available upon available annual HUD Continuum of Care Award competitions.
- C. HMIS Lead shall agree that it will utilize funding in accordance with HUD rules and regulations.
- D. HMIS Lead shall agree to provide financial data as required/needed by the Riverside County CoC to perform its responsibilities according to HUD, the HEARTH Act, and 24 CFR Part 578 regulations.
- E. HMIS Lead shall know and follow all accounting procedures of the State of California and the Federal Government and retain all financial documentation as required under law.

## **XI. GENERAL PROVISIONS**

- A. This MOU constitutes the entire agreement between the parties with regard to the HMIS. No waiver of any term or condition of this MOU shall be deemed a continuing waiver hereof. This MOU is binding upon HMIS Lead and their successors and assignees. Except as otherwise provided herein, the HMIS Lead shall not assign, sublet, or transfer its' interest in this MOU or any part thereof without the prior written consent of the Riverside County CoC. Any such assignment shall, at the option of the Riverside County CoC, immediately void this MOU.
- B. Any alternations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly Signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

- C. This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Riverside, State of California.
- D. This MOU may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

## **XII. INDEMNIFICATION**

- A. Riverside County CoC promises and agrees to defend, protect, indemnify, and save harmless HMIS Lead, its officers, agents, and employees, volunteers from and against any, and all claims, demands, and liability for damages for personal injury or property damage suffered by reason of any act or omission of HMIS Lead, or HMIS Lead employees, volunteers, agents, or contractors, or by reason of any dangerous or defective condition caused or permitted by HMIS Lead or HMIS Lead's employees, volunteers, agents, or contractors.
- B. HMIS Lead promises and agrees to defend, indemnify, and hold harmless the Riverside County CoC, its officers, employees, and volunteers from all claims, demands, and liability for damages for personal injury or property damage suffered by reason of any act or omission of the HMIS Lead or the officers or employees, or by reason of any dangerous or defective condition caused or permitted by the HMIS Lead or the HMIS Lead's officers or employees, except where such action, omission, or condition is caused by or is the result of an action, omission, or request of Riverside County CoC or CoC's officers, employees, or volunteers or is alleged to arise out of the execution of this MOU.

## **XIII. NOTICES**

Notices shall be deemed given under this MOU, when in writing and personally delivered to the Riverside County CoC Board of Governance Chairperson at a regularly scheduled membership meeting and when in writing and mailed to the HMIS Lead at its business address.

(SIGNATURES ON FOLLOWING PAGE)

**XIV. SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this MOU. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this MOU.

For HMIS Lead

By: *V. Manuel Perez*  
V. Manuel Perez, Chairman  
Riverside County Board of  
Supervisors

Date: 4/21/2020

For Riverside County CoC

By: *Tammy Marine*  
Tammy Marine, Chairperson  
Riverside County Continuum of Care  
Board of Governance

Date:

ATTEST:

KECIA R. HARPER, Clerk  
By: *Kecia R. Harper*  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: *Tiffany N. North* 4/13/2020  
TIFFANY N. NORTH DATE

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gwizd* 4/13/2020  
DATE