

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



**ITEM: 3.23
(ID # 22750)**

MEETING DATE:
Tuesday, October 31, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adoption of Resolution No. 2023-269 and Ratify and Approve the Amended and Restated Subrecipient Agreement for the Use of State Allocated Funds with Lift to Rise for the Coachella Valley Housing Catalyst Fund; District 4. [\$0]; Nothing Further Required Pursuant to CEQA

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) whereas on December 13, 2022, Minute Order 3.13, the Board of Supervisors determined that the Subrecipient's Agreement for the Use of State Allocated Funds for the Coachella Valley Housing Catalyst Fund (CVHCF) was exempt from CEQA pursuant to State CEQA Guidelines Section 15004(b) in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA;

Continued on Page 2

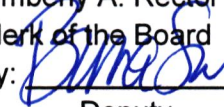
ACTION:Policy


Heidi Marshall, Director 8/10/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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 Gutierrez
Nays: None
Absent: None
Date: October 31, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2023-269, Recission of Resolution 2022-210; Approving Allocation of State Funds to Riverside County Pursuant to 2022-2023 California Budget Bill Jr. (Chapter 249, Statutes of 2022, AB 179) Section 19.56 for the Coachella Valley Housing Catalyst Fund, a revolving loan fund administered by Lift to Rise, a California nonprofit public benefit corporation, to be utilized for the creation of affordable housing units throughout the Coachella Valley;
3. Approve the Amended and Restated Subrecipient Agreement for the Use of State Allocated Funds (Amended and Restated Subrecipient Agreement) and the form of the Covenant Agreement attached as Exhibit B with Lift to Rise for the Coachella Valley Housing Catalyst Fund;
4. Authorize the Chair of the Board of Supervisors to execute the attached Amended and Restated Subrecipient Agreement approved as to form by County Counsel; and
5. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to take all necessary steps to implement the Amended and Restated Subrecipient Agreement including, but not limited to, signing Covenant Agreements that substantially conform in form and substance to the attached, and signing any and all subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2023/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 13, 2022, the Board of Supervisors adopted Resolution No. 2022-210 (Minute Order 3.13) approving the \$15,000,000 allocation of State Funds to Riverside County pursuant to 2022-2023 California Budget Bill Jr. (Chapter 249, Statutes of 2022, AB 179) Section 19.56 for the Coachella Valley Housing Catalyst Fund (CVHCF), a revolving loan fund administered by Lift to Rise, a California nonprofit public benefit corporation, to be utilized for the creation of affordable housing units throughout the Coachella Valley as a result of the advocacy work of Assemblymember Eduardo Garcia, Lift to Rise, and dozens of community groups. The Board of Supervisors approved a form of the Subrecipient Agreement for the Use of State Allocated Funds, including exhibits and form of the Covenant Agreement (Subrecipient Agreement), to ensure long term affordability and use.

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

After an application period with HCD to transfer State funds, the County and Lift to Rise entered into that certain Subrecipient Agreement on July 24, 2023. Upon implementation of CVHCF with developer partners, additional amendments to the Subrecipient Agreement are required to assist more households and clarify the terms of the Subrecipient Agreement. The Amended and Restated Subrecipient Agreement includes the following: increasing the area median income (AMI) threshold for qualified households from 80% to 120% AMI; expanding the geographical service area and types of housing; requiring covenant agreements for rental projects and deed restrictions for non-rental projects; clarifying Lift to Rise's partnership with Community Development Financial Institutions (CDFIs) through participation agreements; and clarifying eligible uses and program income.

In order to ensure the performance of Lift to Rise for the creation of affordable housing in the Coachella Valley and meet the standards required by HCD, staff recommends that the Board adopt Resolution No. 2023-269 and approve and execute the Amended and Restated Subrecipient Agreement for the Use of State Allocated Funds, including all exhibits, and the form of the Covenant Agreement. County Counsel has reviewed and approved Resolution No. 2023-269 and has approved as to form the attached Amended and Restated Subrecipient Agreement for the Use of State Allocated Funds and form of the Covenant Agreement.

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County by providing up to 2,500 units of affordable housing to rent burdened residents.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution to the Project will be fully funded with State Allocated Funds pursuant to Section 19.56 of the Budget Act of 2022 from the California Department of Housing and Community Development (100%).

ATTACHMENTS:

- Resolution No. 2023-269
- Amended and Restated Subrecipient Agreement for the Use of State Allocated Funds and form of the Covenant Agreement (attached as exhibit)


Erianna Lontajo, Principal Management Analyst 10/24/2023


Aaron Gettis, Deputy County Counsel 10/24/2023

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2023-269

**RESCISSION OF RESOLUTION NO. 2022-210;
APPROVING ALLOCATION OF STATE FUNDS TO RIVERSIDE COUNTY
PURSUANT TO 2022-2023 CALIFORNIA BUDGET BILL JR. (CHAPTER 249,
STATUTES OF 2022, AB 179) SECTION 19.56 FOR THE COACHELLA VALLEY
HOUSING CATALYST FUND, A REVOLVING LOAN FUND ADMINISTERED BY
LIFT TO RISE, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION,
TO BE UTILIZED FOR THE CREATION OF AFFORDABLE HOUSING UNITS
THROUGHOUT THE COACHELLA VALLEY; AND APPROVING THE FORM OF
AMENDED AND RESTATED SUBRECIPIENT AGREEMENT FOR THE USE OF
STATE ALLOCATED FUNDS WITH LIFT TO RISE FOR A GRANT AMOUNT NOT
TO EXCEED \$15,000,000 FOR THE COACHELLA VALLEY HOUSING CATALYST
FUND**

WHEREAS, on December 13, 2022, the County of Riverside Board of Supervisors (“Board”) adopted Board Resolution No. 2022-210 (Minute Order 3.13) approving the form of Subrecipient Agreement for the Use of State Allocated Funds with Lift to Rise for a grant amount no to exceed \$15,000,000 for the Coachella Valley Housing Catalyst Fund (“Subrecipient Agreement”); and

WHEREAS, Lift to Rise, a California nonprofit public benefit corporation (“Lift to Rise”), and the County of Riverside (“County”) executed the Subrecipient Agreement on July 24, 2023; and


WHEREAS, certain circumstances require updates to the Subrecipient Agreement prior to Lift to Rise entering into loan agreements with developers; and

WHEREAS, the modifications to the Subrecipient Agreement and Board Resolution have been made and must be approved by the Board through adoption of Board Resolution No. 2023-269; and

WHEREAS, the approvals contained in Board Resolution No. 2022-210 are moot, and it is appropriate that the Board Resolution No. 2022-210 be rescinded and replaced by Board Resolution No. 2023-269; and

WHEREAS, across the State of California and the Coachella Valley, there is a severe shortage of rental homes affordable and available to low-income households. Many of these

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FOR APPROVED COUNTY COUNSEL
BY  AMIR P. DHILLON
DATE 10/23/2023

1 households are extremely cost burdened, spending more than half of their income on housing,
2 resulting in families having to sacrifice necessities such as healthy food and healthcare to pay
3 rent; and

4 WHEREAS, on February 9, 2021, the Board adopted Board Resolution No. 2021-043 in
5 support of the We Will Lift Regional Pledge for Housing Opportunity including a partnership
6 with Lift to Rise to promote housing stability and economic mobility for County residents in the
7 Coachella Valley; and

8 WHEREAS, on May 19, 2022, County - along with the 9 cities of the Coachella Valley
9 and more than 30 community groups - supported a State Budget proposal from Lift to Rise
10 requesting \$15 million in State funding for an innovative regional housing fund known as the
11 Coachella Valley Housing Catalyst Fund (“CVHCF” or “Fund”). Lift to Rise established the
12 Fund to accelerate the production of affordable housing throughout the Coachella Valley with
13 the goal of producing 10,000 units within a 10-year period; and

14 WHEREAS, on September 6, 2022, California Assembly Bill 179 amended the Budget
15 Act of 2022 making appropriations to support state government for the 2022–2023 fiscal year;
16 and

17 WHEREAS, \$15,000,000 in State funding was allocated to Riverside County pursuant to
18 2022-2023 California Budget Bill Jr. (Chapter 249, Statutes of 2022, AB 179), Section 19.56 for
19 the CVHCF, a revolving loan fund administered by Lift to Rise as subrecipient of the funding to
20 be utilized for the creation of approximately 2,500 affordable housing units throughout the
21 Coachella Valley over the next 24 months. Eligible uses of the Funds include pre-development,
22 acquisition, construction, and permanent financing costs. Additionally, these Funds will be
23 leveraged with private dollars already invested in the CVHCF to maximize funding and unit
24 production; and

25 WHEREAS, pursuant to Section 19.56 (a) (7) of the Budget Act of 2022, Funds shall
26 be available for encumbrance through June 30, 2024, and expenditure until June 30, 2033; and

27 WHEREAS, the units funded through this allocation will be subject to the State of
28 California’s Department of Housing and Community Development (“HCD”) regulations and will

1 be reserved for households making 120% or less of the area median income for the County of
2 Riverside; and

3 WHEREAS, the County, in its role as the recipient of the State funds, including its
4 Department of Housing and Workforce Solutions and Executive Office, will monitor the
5 performance of Lift to Rise against goals and performance standards outlined in the Subrecipient
6 Agreement;

7 WHEREAS, Lift to Rise, in its role as the Subrecipient, will be obligated to provide the
8 County with adequate financial, project, and performance documentation as needed for audit
9 purposes.

10 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND**
11 **ORDERED** by the Board of Supervisors of the County of Riverside, in regular session
12 assembled on October 31st, 2023 at 9:30 am, in the meeting room of the Board located on the 1st
13 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 14 1) That the Board hereby finds and declares that the above recitals are true and correct and
15 incorporated as though set forth herein.
- 16 2) The Board hereby rescinds Board Resolution No. 2022-210.
- 17 3) The Board hereby approves the allocation of \$15,000,000 in State allocated funds
18 (“State Funds”) pursuant to 2022-2023 California Budget Bill Jr. (Chapter 249, Statutes
19 of 2022, AB 179), Section 19.56 for the Coachella Valley Housing Catalyst Fund with
20 Lift to Rise through a Subrecipient Agreement with the County of Riverside Department
21 of Housing and Workforce Solutions.
- 22 4) Subject to any restrictions on the use State Funds, the Board agree to allocate State Funds
23 to Lift to Rise in the maximum amount of \$15,000,000 for eligible uses of funding
24 including pre-development, acquisition, construction, and permanent financing costs,
25 subject to the satisfaction of the following conditions precedent:
 - 26 a. Subrecipient shall be Lift to Rise, a nonprofit California public benefit
27 corporation, for the purpose of developing and constructing in partnership with
28 the Low-Income Investment Fund (“LIIF”) and Rural Communities Assistance

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- Corporation (“RCAC”), both California corporations experienced as Community Development Financial Institutions (“CDFIs”);
- b. State Funds grant amount shall not exceed Fifteen Million Dollars (\$15,000,000);
 - c. Revolving loan funds derived from State Funds administered by Lift to Rise shall have Loan Terms of 55 years;
 - d. Entitlements and Governmental Approvals: Any Developer working on a project funded under CVHCF shall secure any and all required land use entitlements, permits, and approvals which may be required for construction of units, including, but not limited to, compliance with the California Environmental Quality Act;
 - e. The County, in its role as the recipient of the State Funds, including its Department of Housing and Workforce Solutions and Executive Office, shall monitor the performance of Lift to Rise against goals and performance standards outlined in the Subrecipient Agreement and the Budget Act of 2022;
 - f. Lift to Rise, in its role as the Subrecipient, shall be obligated to provide the County with adequate financial, project, and performance documentation as needed for audit purposes. Substandard performance as determined by the County shall constitute noncompliance with the Subrecipient Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated; and
 - g. The Board authorizes the Director of Department of Housing and Workforce Solutions to administer the State Funds and to execute a form of the Amended and Restated Subrecipient Agreement for the Use of State Allocated Funds for the Coachella Valley Housing Catalyst Fund, attached hereto, conforming in form and substance to the attached, subject to approval as to form by County Counsel.

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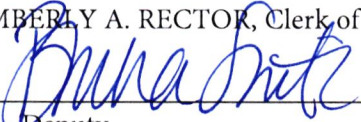
5) The Board's commitment to provide the State Funds grant is subject to the satisfaction of conditions precedent set forth herein, is valid until December 31, 2026, and shall thereafter have no force or effect.

ROLL CALL:

Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez
Nays: None
Absent: None

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.

KIMBERLY A. RECTOR, Clerk of said Board

By:  _____
Deputy

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1 **AMENDED AND RESTATED SUBRECIPIENT AGREEMENT**
2 **FOR THE USE OF STATE ALLOCATED FUNDS**
3 **FOR THE COACHELLA VALLEY HOUSING CATALYST FUND**

4 This Amended and Restated Subrecipient Agreement (“Agreement”) for the Use of State
5 Allocated Funds pursuant to 2022-2023 California Budget Bill Jr. (Chapter 249, Statutes of
6 2022, AB 179), Section 19.56, hereinafter “Budget Act of 2022”, for the purpose of developing
7 affordable housing through the Coachella Valley Housing Catalyst Fund (“CVHCF”), is made
8 and entered into as of the Effective Date (defined herein), by and between, County of Riverside,
9 a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and
10 Lift to Rise, a California nonprofit public benefit corporation, hereinafter referred to as
11 “SUBRECIPIENT”.

12 DEFINITIONS

- 13 • “Top loss” means an income statement expense set aside as an allowance for uncollected
14 loans and loan payments;
- 15 • “Credit enhancement” means the improvement of the credit profile of a structured financial
16 transaction or the methods used to improve the credit profiles of such products or
17 transactions;
- 18 • “Pre-development” means the required expenses which are incurred in the process of, and
19 prior to, securing Construction or Permanent Financing for production, conversion,
20 preservation, or rehabilitation of affordable housing;
- 21 • “Acquisition” means the purchase of land or building(s) for development as affordable
22 housing;
- 23 • “Preservation” means the successful recapitalization of affordable rental housing in order to
24 safeguard long-term affordability for current and future generations;
- 25 • “Rehabilitation” means an effort to make repairs to existing affordable housing stock
26 including repairs needed to bring the housing into compliance with health and safety code;
- 27 • “Construction” means the building of an affordable housing development including but not

1 limited to multifamily apartment, single-family home, and mobile-home parks;

2 “Permanent financing” means a long-term loan for affordable housing.;

- 3 • “CDFI” means a Community Development Financial Institution, which is a private financial
4 organization driven by a mission to bring mainstream finance and economic inclusion to
5 underserved communities.

6 RECITALS

7 WHEREAS, across the State of California and the Coachella Valley, there is a severe
8 shortage of rental homes affordable and available to low-income households. Many of these
9 households are extremely cost burdened, spending more than half of their income on housing,
10 resulting in families having to sacrifice necessities such as healthy food and healthcare to pay
11 rent; and

12 WHEREAS, on February 9, 2021, the County of Riverside Board of Supervisors
13 (“Board”) adopted Resolution No. 2021-043 in support of the We Will Lift Regional Pledge for
14 Housing Opportunity including a partnership with SUBRECIPIENT to promote housing stability
15 and economic mobility for COUNTY residents in the Coachella Valley; and

16 WHEREAS, on May 19, 2022, COUNTY - along with the 9 cities of the Coachella Valley
17 and more than 30 community groups - supported a State Budget proposal from SUBRECIPIENT
18 requesting \$15 million in State funding for an innovative regional housing fund known as the
19 Coachella Valley Housing Catalyst Fund (“CVHCF”). SUBRECIPIENT established the
20 CVHCF to accelerate the production of affordable housing throughout the Coachella Valley with
21 the goal of producing 10,000 units within a 10-year period as more specifically described in
22 Exhibit C, attached hereto and incorporated herein by this reference; and

23 WHEREAS, on September 6, 2022, California Assembly Bill 179 amended the Budget
24 Act of 2022 making appropriations to support state government for the 2022–2023 fiscal year;
25 and

26 WHEREAS, \$15,000,000 in State funding was allocated to COUNTY pursuant the
27 Budget Act of 2022 for the CVHCF (“Funds”) for the Housing Catalyst Fund in the Coachella
Valley; and

1 WHEREAS, pursuant to Section 19.56 (a) (7) of the Budget Act of 2022, Funds shall be
2 available for encumbrance through June 30, 2024, and expenditure until June 30, 2026; and

3 WHEREAS, SUBRECIPIENT shall encumber Funds through written agreements by June
4 30, 2024 and expend Funds by June 30, 2026; and

5 WHEREAS, SUBRECIPIENT shall use the Funds to support CVHCF, a revolving loan
6 fund for the pre-development, acquisition, rehabilitation, preservation, construction, and/or
7 permanent financing of approximately 2,500 affordable housing units within the Coachella
8 Valley with potential housing units in the pipeline located in Coachella, Thermal, Indian Wells,
9 Indio, Palm Desert, Palm Springs, Desert Hot Springs, Mecca, Indian Wells, Oasis, North Shore
10 and Rancho Mirage. The revolving loan fund is intended to attract investment and catalyze the
11 development of affordable housing across the cities and numerous unincorporated communities
12 in the Coachella Valley; and

13 WHEREAS, the housing units created by Funds from the CVHCF shall be reserved for
14 households making 120% or less of Area Median Income for the County of Riverside and will
15 be subject to California’s Department of Housing and Community Development (“HCD”) regulations; and

16 WHEREAS, the COUNTY, in its role as the recipient of the Funds, including its
17 Department of Housing and Workforce Solutions (“HWS”) and Executive Office, will monitor
18 the performance of SUBRECIPIENT against goals and performance standards outlined in the
19 Subrecipient Agreement;

20 WHEREAS, SUBRECIPIENT, will be obligated to provide COUNTY with adequate
21 financial, project, and performance documentation as needed for audit purposes.

22 NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

23 1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and
24 correct and incorporated herein by this reference. COUNTY has agreed to allocate to the
25 SUBRECIPIENT a maximum total amount of Fifteen Million Dollars (\$15,000,000) for the
26 CVHCF, more specifically a revolving loan fund administered by SUBRECIPIENT, and may
27 operate in partnership with a Community Development Fund Institution (“CDFI”) as set forth

1 below. SUBRECIPIENT promises and agrees to undertake to support and spur development of
2 up to 2,500 units of affordable housing in the Coachella Valley by utilizing the sum of
3 **\$15,000,000** of the Funds to support the revolving loan fund, as set forth in this Agreement and
4 in in Exhibit A, attached hereto and incorporated herein by this reference.

5 At least one affordability covenant or regulatory agreement shall be recorded in the
6 Official Records of Recorder's Office of the County of Riverside ("Official Records") on each
7 project utilizing the Funds. One or more affordability covenants may be placed on the project by
8 the California Tax Credit Allocation Committee ("CTCAC"), HCD, a city, or the County. On
9 projects where no city or regulatory agency will be recording affordability covenants,
10 SUBRECIPIENT shall ensure that the CDFI records an affordability covenant in the Official
11 Records, substantially conforming in form and substance to the Covenant Agreement, attached
12 hereto as Exhibit B, and incorporated herein by this reference. When Funds are used for non-
13 rental units (e.g., homeownership, co-op, or lease-to-purchase) the SUBRECIPIENT shall
14 ensure, through the CDFI, city, or regulatory agency, that an affordability covenant is recorded
15 in the Official Records on the unit at the time of sale of the unit. The covenant agreement shall
16 be for a minimum of twenty (20) years and household incomes shall be verified at the transfer
17 of property. The covenant agreement shall expire once the units have been held for twenty (20)
18 years.

19 The Funds for the CVHCF shall be used for the pre-development, acquisition,
20 rehabilitation, preservation, construction, and/or permanent financing costs, as well as top loss
21 or credit enhancement for CVHCF community development projects, by the SUBRECIPIENT.
22 SUBRECIPIENT shall demonstrate to the COUNTY, at the COUNTY's sole and absolute
23 discretion, that the money derived from the Funds is deemed fully expended.

24 2. **TERM OF AGREEMENT.** This Agreement shall become effective upon the Effective
25 Date, as defined in Section 32 below, and unless terminated earlier pursuant to the terms hereof,
26 shall continue in full force and effect until **June 30, 2033**. No funds will revert to the County,
27 State, or any related body or agency at the termination of the agreement, except in the case of
termination for cause, as described in section 20(b). COUNTY shall continue to monitor the use

1 of Funds for an additional ten (10) years after the expiration of the Agreement, until **June 30,**
2 **2043.** SUBRECIPIENT shall provide a report to COUNTY annually each fiscal year. The
3 annual reporting obligations set forth above shall survive the termination and expiration of this
4 Agreement.

5 3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed consistent
6 with Section II as set forth in Exhibit A.

7 4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and
8 absolute discretion, to the completion schedule for the purpose of completing SUBRECIPIENT's
9 activities which are underway and cannot be completed during the term of this Agreement.
10 SUBRECIPIENT shall request said extension in writing, stating the reasons therefore, and may
11 be granted only by receiving written approval from COUNTY. Every term, condition, covenant
12 and requirement of this Agreement shall continue in full force and effect during the period of
13 any such extension.

14 5. RESERVED.

15 6. NOTICES. Each notice, request, demand, consent, approval or other
16 communication (hereinafter in this Section referred to collectively as "notices" and referred to
17 singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give
18 to the other party pursuant to this Agreement shall be in writing and shall be deemed to have
19 been duly and sufficiently given if: (a) delivered by e-mail; or (b) personally delivered with proof
20 of delivery thereof (any notice so delivered shall be deemed to have been received at the time so
21 delivered); or (c) sent by Federal Express (or other similar national overnight courier)
22 designating early morning delivery (any notice so delivered shall be deemed to have been
23 received on the next business day following receipt by the courier); or (d) sent by United States
24 registered or certified mail, return receipt requested, postage prepaid, at a post office regularly
25 maintained by the United States Postal Service (any notice so sent shall be deemed to have been
26 received two days after mailing in the United States), addressed to the respective parties as
27 follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	Heather Vaikona, President & CEO
County of Riverside HWS	Lift To Rise
3403 Tenth Street, Suite 300	73-710 Fred Waring Drive, Suite 100
Riverside, CA 92501	Palm Desert, CA 92260

7. DISBURSEMENT OF FUNDS. COUNTY’S Board of Supervisors shall determine the final disbursement and distribution of all Funds received by COUNTY to support the CVHCF consistent with the provisions of Sections 1 and 2 of this Agreement. COUNTY, through HWS shall: (1) make payments of the Funds to SUBRECIPIENT as set forth in Exhibit A and (2) monitor CVHCF-funded activities to ensure compliance with applicable state rules and regulations, and the terms of this Agreement.

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum specified in Section 1 as a one-time lump-sum payment. In addition to the more specific reporting requirements set forth in the Agreement and Exhibit A, the SUBRECIPIENT shall submit to the Director of HWS, no less than four (4) times a COUNTY fiscal year, a quarterly report in writing and a certified statement, in a format acceptable to the COUNTY, that sets forth in detail the total estimated expenditures to be made from the Funds, including but not limited to, payments to the CDFI and payments to affordable housing developers.

9. RECORDS AND INSPECTIONS.

a. SUBRECIPIENT shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities. Said records shall be retained for a period of five (5) years from the date that the activity or program funded with the Funds is closed out by the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the five-year retention period requirement if any litigation, claim, or audit is started prior to the expiration of the three (3) period.

b. SUBRECIPIENT shall maintain a separate account for Funds received.

c. SUBRECIPIENT shall obtain an external audit from an independent Certified

1 Public Accountant annually and provide an audited GAAP financial report annually to the
2 COUNTY. The audit report shall be submitted to the COUNTY within 180 days after the end of
3 COUNTY's fiscal year.

4 d. SUBRECIPIENT shall during normal business hours make available to COUNTY
5 for examination and copying any and all of its records and other materials with respect to matters
6 covered by this Agreement.

7 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT
8 shall comply with all applicable federal, state, and local laws, regulations and ordinances. By
9 executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply
10 with the following as they may be applicable to a SUBRECIPIENT of the Funds allocated and
11 shall pass down these requirements to all tiers of subcontractors, consultants, and subconsultants
12 working under this Agreement:

13 a. The SUBRECIPIENT will not discriminate against any employee or applicant for
14 employment because of race, color, religion, sex, or national origin. SUBRECIPIENT shall
15 ensure that all qualified applicants will receive consideration for employment without regard to
16 race, color, religion, sex or national origin. The SUBRECIPIENT will take affirmative action to
17 ensure that applicants are employed, and the employees are treated during employment, without
18 regard to their race color, religion, sex, or national origin. Such actions shall include, but are not
19 limited to, the following: employment, up-grading, demotion, or transfer; recruitment or
20 recruitment advertising; rates of pay or other forms of compensation; and selection for training,
21 including apprenticeship. The SUBRECIPIENT agrees to post in a conspicuous place, available
22 to employees and applicants for employment, notices to be provided by the County setting forth
23 the provisions of this non-discrimination clause;

24 b. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor,
25 and any subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or
26 County officials or authorized representatives access to the work area, as well as all books,
27 documents, applications for assistance, materials, papers, and records of the SUBRECIPIENT

1 or Contractor, and any subconsultants or subcontractors, that are directly pertinent to a specific
2 program for the purpose of making audits, examinations, excerpts, and transcriptions. The
3 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, further agree to
4 maintain and keep such books, documents, applications for assistance, materials, papers, and
5 records, on a current basis, recording all transactions pertaining to this agreement in a form in
6 accordance with generally acceptable accounting principles. All such books and records shall
7 be retained for such periods of time as required by law, provided, however, notwithstanding any
8 shorter periods of retention, all books, records, and supporting detail shall be retained for a
9 period of at least three (3) years after the expiration of the term of this Agreement.

10 c. *Prevailing Wages:* SUBRECIPIENT shall comply with any applicable labor
11 regulations and all other State laws in connection with the work which compromise the Project,
12 including if applicable, requirements relating to prevailing wages. SUBRECIPIENT agrees and
13 acknowledges that it is the responsibility of the SUBRECIPIENT to obtain a legal
14 determination, at SUBRECIPIENT's sole cost and expenses as to whether prevailing wages
15 must be paid for during the work. SUBRECIPIENT agrees to indemnify, defend, and hold
16 COUNTY harmless from and against any and all liability arising out of and related to
17 SUBRECIPIENT's failure to comply with any and all applicable prevailing wage requirements.
18 The indemnification obligations set forth herein shall survive the termination and expiration of
19 this Agreement.

20 11. ENVIRONMENTAL CLEARANCES. SUBRECIPIENT shall be responsible
21 for obtaining any and all approvals, subsequent approvals, permits, environmental clearances in
22 connection with any project funded with the Funds, in compliance with the California
23 Environmental Quality Act, and including but not limited to, any and all applicable federal and
24 state environmental laws and regulations. SUBRECIPIENT agrees to indemnify, defend, and
25 hold COUNTY harmless from and against any and all liability arising out of and related to
26 SUBRECIPIENT's failure to comply with any and all applicable environmental laws and
27 regulations. The indemnification obligations set forth herein shall survive the termination and

1 expiration of this Agreement.

2 12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall
3 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts
4 and Departments, their respective directors, officers, Board of Supervisors, Board of
5 Commissioners, elected and appointed officials, employees, agents and representatives
6 (“Indemnitees”) from any liability whatsoever, based or asserted upon any acts, omissions, or
7 services of SUBRECIPIENT, its officers, employees, CDFIs, contractors, subcontractors,
8 agents, or representatives arising out of or in any way relating to this Agreement, including but
9 not limited to property damage, bodily injury, or death or any other element of any kind or nature
10 whatsoever arising from the performance of SUBRECIPIENT, its officers, employees, CDFIs,
11 contractors, subcontractors, agents, or representatives, from this Agreement. SUBRECIPIENT
12 shall defend, at its sole expense, all costs and fees including, but not limited, to attorneys’ fees,
13 cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action
14 based upon such alleged acts, omissions, or services.

15 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT,
16 SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and
17 shall have the right to adjust, settle, or compromise any such action or claim without the prior
18 consent of COUNTY; provided, however, that any such adjustment, settlement, or compromise
19 in no manner whatsoever limits or circumscribes SUBRECIPIENT’S indemnification to
20 COUNTY as set forth herein.

21 SUBRECIPIENT’S obligation hereunder shall be satisfied when SUBRECIPIENT has
22 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability
23 for the action or claim involved.

24 The specified insurance limits required in this Agreement shall in no way limit or
25 circumscribe SUBRECIPIENT’S obligations to indemnify and hold harmless the COUNTY
26 herein from third party claims. The hold harmless and indemnification obligations set forth
27 herein shall survive the termination and expiration of this Agreement.

1 13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT’S obligation
2 to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or
3 cause to be maintained, at its sole cost and expense, the following insurance coverage’s during
4 the term of this Agreement. In the event that CFHCF becomes a separate legal entity, the
5 insurance provisions set forth herein shall be assigned to the new legal entity as a condition
6 precedent to COUNTY’s approval of the assignment.

7 a. Workers’ Compensation:

8 If the SUBRECIPIENT has employees as defined by the State of California, the
9 SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as
10 prescribed by the laws of the State of California. Policy shall include Employers’ Liability
11 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person
12 per accident. The policy shall be endorsed to waive subrogation in favor of the County of
13 Riverside.

14 b. Commercial General Liability:

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, contractual liability, products and completed operations liability, personal and
17 advertising injury, and cross liability coverage, covering claims which may arise from or out of
18 SUBRECIPIENT’S performance of its obligations hereunder. Policy shall name the County of
19 Riverside as Additional Insured. Policy’s limit of liability shall not be less than \$2,000,000 per
20 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
21 apply separately to this agreement or be no less than two (2) times the occurrence limit.

22 c. Vehicle Liability:

23 If vehicles or mobile equipment are used in the performance of the obligations under this
24 Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned
25 or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single
26 limit. If such insurance contains a general aggregate limit, it shall apply separately to this
27 agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of

1 Riverside as Additional Insured.

2 d. General Insurance Provisions - All lines:

3 (i). Any insurance carrier providing insurance coverage hereunder shall be
4 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
5 unless such requirements are waived, in writing, by the County Risk Manager. If the County's
6 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
7 specific insurer and only for one policy term.

8 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance
9 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
10 retentions shall have the prior written consent of the County Risk Manager before the
11 commencement of operations under this Agreement. Upon notification of self-insured retention
12 unacceptable to the COUNTY, and at the election of the Country's Risk Manager,
13 SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as
14 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of
15 losses and related investigations, claims administration, and defense costs and expenses.

16 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
17 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
18 Insurance and certified original copies of Endorsements effecting coverage as required herein,
19 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original
20 Certified copies of policies including all Endorsements and all attachments thereto, showing such
21 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
22 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
23 to the County of Riverside prior to any material modification, cancellation, expiration or
24 reduction in coverage of such insurance. In the event of a material modification, cancellation,
25 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County
26 of Riverside receives, prior to such effective date, another properly executed original Certificate
27 of Insurance and original copies of endorsements or certified original policies, including all

1 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
2 required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until*
3 *the COUNTY has been furnished original Certificate (s) of Insurance and certified original*
4 *copies of endorsements and if requested, certified original policies of insurance including all*
5 *endorsements and any and all other attachments as required in this Section. An individual*
6 *authorized by the insurance carrier to do so on its behalf shall sign the original endorsements*
7 *for each policy and the Certificate of Insurance.*

8 (iv). It is understood and agreed to by the parties hereto that the
9 SUBRECIPIENT'S insurance shall be construed as primary insurance, and the COUNTY'S
10 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not
11 be construed as contributory.

12 (v). If, during the term of this Agreement or any extension thereof, there is a
13 material change in the scope of services; or, there is a material change in the equipment to be
14 used in the performance of the scope of or, the term of this Agreement, including any extensions
15 thereof, exceeds three (3) years, the COUNTY reserves the right to adjust the types of insurance
16 required under this Agreement and the monetary limits of liability for the insurance coverage's
17 currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or
18 type of insurance carried by the SUBRECIPIENT has become inadequate.

19 (vi). SUBRECIPIENT shall pass down the insurance obligations contained
20 herein to all tiers of subcontractors working under this Agreement.

21 (vii). The insurance requirements contained in this Agreement may be met with
22 a program(s) of self-insurance acceptable to the COUNTY.

23 (viii). SUBRECIPIENT agrees to notify COUNTY of any claim by a third party
24 or any incident or event that may give rise to a claim arising from the performance of this
25 Agreement.

26 14. ELIGIBLE COSTS. Eligible uses of the Funds include PROGRAMMATIC COSTS, such
27 as pre-development, acquisition, preservation, rehabilitation, construction, and permanent

1 financing costs, as well as top loss or credit enhancement, for CVHCF projects. Additionally,
2 operational costs, as described below, shall be considered eligible uses of funds, except that
3 Subrecipient may not expend more the 5% of the initial \$15,000,000 allocation on operational
4 costs. OPERATIONAL COSTS include:

- 5 • Legal fees associated with the deployment of loans and management of CVHCF
6 related to this Agreement;
- 7 • Insurance fees associated with the deployment of loans and management of
8 CVHCF related to this Agreement;
- 9 • Accounting and financial services fees associated with the deployment of loans
10 and management of CVHCF related to this Agreement;
- 11 • Operational costs including staff associated with the deployment of loans and
12 management of CVHCF related to this Agreement;
- 13 • Policy and legislative advocacy associated with the deployment of loans and
14 management of CVHCF related to this Agreement;
- 15 • Communications and marketing associated with the deployment of loans and
16 management of CVHCF related to this Agreement;
- 17 • Resident engagement and community outreach associated with the deployment of
18 loans and management of CVHCF related to this Agreement;
- 19 • Consulting support associated with the deployment of loans and management of
20 CVHCF related to this Agreement; and
- 21 • Any other directly related costs to the operations of the Fund.

22 15. PROGRAM INCOME. Notwithstanding the foregoing, the SUBRECIPIENT may
23 retain Program Income that is generated, including, but not limited to, interest on loans, interest
24 earned on funds held in deposit or money market accounts, loan origination fees, loan
25 administrator fees, and loan servicing fees. Additionally, repayments of debt, promissory notes,
26 or related items will be considered program income. Program Income may be used to cover the
27 eligible uses defined in Section 14 above, including both Programmatic Costs and Operational
Costs.

1 16. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to
2 this Agreement, an independent contractor and shall not be deemed an employee, officer, or
3 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
4 (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits
5 to which the COUNTY employees are entitled, including but not limited to overtime, any
6 retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
7 There shall be no employer-employee relationship between the parties; and the SUBRECIPIENT
8 shall hold the COUNTY harmless from any and all claims that may be made against the
9 COUNTY based upon any contention by a third party that an employer-employee relationship
10 exists by reason of this Agreement. It is further understood and agreed by the Parties that the
11 SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of
12 the COUNTY merely as to the results to be accomplished and not as to the means and methods
13 for accomplishing the results.

14 17. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in any
15 subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under this
16 Agreement, the following clause:

17 "During the performance of this Agreement SUBRECIPIENT and its subcontractors shall
18 not unlawfully discriminate against any employee or applicant for employment because of race,
19 religion, color, national origin, ancestry, physical disability, medical condition, marital status,
20 age (over 40) or sex. SUBRECIPIENT and subcontractors shall insure that the evaluation and
21 treatment of their employees and applicants for employment are free of such discrimination.
22 SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment
23 and Housing Act (California Government Code Section 12900 et seq.). The applicable
24 regulations of the Fair Employment and Housing Commission implementing California
25 Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the
26 California Administrative Code are incorporated into this Agreement by reference and made a
27 part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice

1 of their obligations under this clause to labor organizations with which they have a collective
2 bargaining or other agreement."

3 18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

4 a. SUBRECIPIENT and its assigns, employees, officers, agents, consultants,
5 officers, subcontractors, and appointed officials shall become familiar with and shall comply
6 with the external audit requirements detailed in Section 9(c).

7 b. The SUBRECIPIENT shall maintain a written code or standards of conduct that
8 shall govern the performance of its officers, employees or agents engaged in the award and
9 administration of contracts supported by State funds.

10 c. No employee, officer or agent of the SUBRECIPIENT shall participate in the
11 selection, or in the award, or administration of, a contract supported by Funds if a conflict of
12 interest, real or apparent, would be involved.

13 d. No covered persons who exercise or have exercised any functions or
14 responsibilities with respect to the CVHCF-funded activities, or who are in a position to
15 participate in a decision-making process or gain inside information with regard to such activities,
16 may obtain a financial interest in any contract, or have a financial interest in any contract,
17 subcontract, or agreement with respect to activities assisted with Funds, or with respect to the
18 proceeds from activities assisted with the Funds, either for themselves or those with whom they
19 have business or immediate family ties, during their tenure or for a period of one (1) year
20 thereafter. For purposes of this paragraph, a "covered person" includes any person who is an
21 employee, agent, consultant, officer, or elected or appointed official of the Grantee, the
22 SUBRECIPIENT, or any designated public agency.

23 e. SUBRECIPIENT understands and agrees that no waiver or exception can be
24 granted to the prohibition against conflict of interest except upon written approval of COUNTY.

25 f. Prior to any funding under this Agreement, SUBRECIPIENT shall provide
26 COUNTY with a list of all employees, agents, consultants, officers and elected and appointed
27 officials who are in a position to participate in a decision-making process, exercise any functions

1 or responsibilities, or gain inside information with respect to the CVHCF-funded activities
2 funded under this Agreement. SUBRECIPIENT shall also promptly disclose to COUNTY any
3 potential conflict, including even the appearance of conflict, that may arise with respect to the
4 activities funded under this Agreement.

5 g. Any violation of this section shall be deemed a material breach of this Agreement,
6 and the Agreement shall be immediately terminated by the COUNTY.

7 19. PARTICIPATION AGREEMENTS WITH COMMUNITY DEVELOPMENT
8 FINANCIAL INSTITUTION PARTNERS. Prior to disbursing funds for eligible uses defined in
9 Section 14, SUBRECIPIENT shall enter into Participation Agreements with CDFI partners that
10 set forth in detail the financial contribution of SUBRECIPIENT, the source of the Funds
11 disbursed, and ensure that the terms of this Agreement are followed. SUBRECIPIENT shall
12 provide COUNTY copies of all Participation Agreements with the CDFI as part of its reporting
13 responsibilities.

14 20. TERMINATION.

15 a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement except
16 upon express written consent of COUNTY.

17 b. COUNTY. Notwithstanding the provisions of Section 20a, COUNTY may
18 suspend or terminate this Agreement upon written notice to SUBRECIPIENT of the action being
19 taken and the reason for such actions including but not limited to the following reasons:

20 (1) In the event SUBRECIPIENT fails to perform the covenants herein contained at
21 such times and in such manner as provided in this Agreement; or

22 (2) In the event there is a conflict with any federal, state, or local law, ordinance,
23 regulation, or rule rendering any of the provisions of this Agreement invalid or untenable; or

24 (3) In the event the Funds are terminated or otherwise becomes unavailable.

25 c. This Agreement may be terminated and/or funding suspended, in whole or in part,
26 for cause in accordance with the external audit requirements detailed in Section 9(c). Cause shall
27 be based on the failure of the SUBRECIPIENT to materially comply with either the terms or

1 conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to
2 incur any costs related thereto, or connected with, any area of conflict from which the COUNTY
3 has determined that suspension of funds is necessary.

4 21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded
5 pursuant to this Agreement, during the term of this Agreement, will make reference to the
6 COUNTY'S allocation of the CVHCF.

7 22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be
8 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
9 of this Agreement and the effective and efficient achievement of the goals of the Funds, as set
10 forth in Exhibit A. SUBRECIPIENT shall be monitored and evaluated in terms of its
11 effectiveness and timely compliance with the provisions of this Agreement. Reports shall be due
12 quarterly. Upon expiration of the Agreement, reports shall be due annually each fiscal year for
13 10 years as set forth in Section 2. The reports shall include, but shall not be limited to, the
14 following data elements:

15 a. Title of program, listing of components, description of activities/operations. The
16 description shall include a statement on how each project is funded under the Funds.

17 b. The projected cost of the loan through maturity, projected goals, indicated
18 numerically, and the goals achieved (for each report period). In addition, identify by percentage
19 and description, the progress achieved towards meeting the specified goals and identify any
20 problems encountered in meeting goals.

21 c. The total number of affordable housing units that are assisted with the Funds;

22 d. Total number of affordable housing units spurred;

23 e. The location of affordable housing units supported or spurred by city or
24 unincorporated community;

25 f. Where the projects are in the development process;

26 g. Anticipated construction start date;

27 h. Participation Agreements executed with CFDI partners; and

1 i. Funding received to date from all sources.

2 23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits
3 hereto constitutes the entire Agreement of the parties with respect to its subject matter and
4 supersedes all prior and contemporaneous representations, proposals, discussions and
5 communications, whether oral or in writing. No oral understanding or agreement not
6 incorporated herein shall be binding on any of the parties hereto. Each of the attachments and
7 exhibits attached hereto is incorporated herein by this reference.

8 24. SEVERABILITY. Each paragraph and provision of this Agreement is severable
9 from each other provision, and if any provision or part thereof is declared invalid, the remaining
10 provisions shall nevertheless remain in full force and effect.

11 25. MINISTERIAL ACTS. The Director of the COUNTY's HWS or designee(s) are
12 authorized to take such ministerial actions as may be necessary or appropriate to implement the
13 terms, provisions, and conditions of this Agreement as it may be amended from time to time by
14 COUNTY.

15 26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of
16 funding pursuant to this Agreement is through the Budget Act of 2022. Through loan documents
17 and reporting requirements, SUBRECIPIENT shall provide documentation when funds for
18 Eligible Costs are sourced from the Funds.

19 27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer
20 in any other form with respect to this Agreement, without prior written approval of the
21 COUNTY. In the event that CVHCF becomes a separate legal entity (for example, a limited
22 liability company or corporation), SUBRECIPIENT may assign the terms of this agreement to
23 that entity upon receiving prior written permission from COUNTY, in its sole and absolute
24 discretion, and COUNTY shall require that the assignee to comply with the terms of this
25 Agreement as a condition precedent.

26 28. INTERPRETATION AND GOVERNING LAW. This Agreement and any
27 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of

1 the State of California. This Agreement shall be construed as a whole according to its fair
2 language and common meaning to achieve the objectives and purposes of the parties hereto, and
3 the rule of construction to the effect that ambiguities are to be resolved against the drafting party
4 shall not be employed in interpreting this Agreement, all parties having been represented by
5 counsel in the negotiation and preparation hereof.

6 29. WAIVER. Failure by a party to insist upon the strict performance of any of the
7 provisions of this Agreement by the other party, or the failure by a party to exercise its rights
8 upon the default of the other party, shall not constitute a waiver of such party's right to insist and
9 demand strict compliance by the other party with the terms of this Agreement thereafter.

10 30. JURISDICTION AND VENUE. Any action at law or in equity arising under this
11 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
12 the validity of any provision of this Agreement shall be filed only in the Superior Court of the
13 State of California, located in Riverside, California, and the parties hereto waive all provisions
14 of law providing for the filing, removal or change of venue to any other court or jurisdiction.

15 31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
16 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
17 have the authority to execute this Agreement and warrant and represent that they have the
18 authority to bind the respective parties to this Agreement to the performance of its obligations
19 hereunder.

20 32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
21 sign the Agreement (the "Effective Date"). If the parties sign the Agreement on more than one
22 date, then the last date the Agreement is signed by a party shall be the Effective Date.

23 33. COUNTERPARTS. This Agreement may be signed by the different parties hereto
24 in counterparts, each of which shall be an original but all of which together shall constitute one
25 and the same agreement.

26 34. FORCE MAJEURE.

27 a. Performance by either party hereunder shall not be deemed to be in default where

1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth
2 below.

3 COUNTY OF RIVERSIDE,
4 a political subdivision of the
5 State of California

LIFT TO RISE,
a California nonprofit public benefit corporation

6 BY: [Signature] BY: [Signature]

7 Name: Kevin Jeffries
8 Title: Chair, Board of Supervisors

Name: Heather Vaikona
Title: President & CEO

9 Date: 10/31/23

Date: 10/18/23

10 APPROVED AS TO FORM:
11 Minh C. Tran
12 County Counsel

13 By: [Signature]
14 Amrit Pash Dhillon,
15 Deputy County Counsel

16 ATTEST:

17 Kimberly Rector
18 Clerk of the Board

19 By: [Signature]
20
21
22
23
24
25
26
27

EXHIBIT A

**ALLOCATION OF STATE FUNDS TO RIVERSIDE COUNTY PURSUANT TO
2022-2023 CALIFORNIA BUDGET BILL JR.
(CHAPTER 249, STATUTES OF 2022, AB 179) SECTION 19.56 FOR THE
COACHELLA VALLEY HOUSING CATALYST FUND
AMENDED AND RESTATED SUBRECIPIENT AGREEMENT
SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Lift to Rise **DUNS #:**04-838-7269

ADDRESS: 73-710 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

PROGRAM CONTACTS: Heather Vaikona, President & CEO

PHONE: (760) 349-8013 **FAX:**

E-MAIL: heather@lifttorise.org

PROJECT NAME: Coachella Valley Housing Catalyst Fund (CVHCF)

PROJECT LOCATION: San Gorgonio Pass and Eastern Desert Region

PROJECT FUNDING SUMMARY: \$ 15,000,000

II. SCOPE OF SERVICE

A. Activities

County has agreed to allocate to the Subrecipient a maximum total amount of Fifteen Million Dollars (\$15,000,000) to the CVHCF ("Funds"). Subrecipient has executed an Amended and Restated Subrecipient Agreement for the Use of State Allocated Funds for the Coachella Valley Housing Catalyst Fund (the "Agreement"). Pursuant to Section 19.56 (a) (7) of the Budget Act of 2022, Funds shall be available for encumbrance through June 30, 2024, and expenditure until June 30, 2026; therefore, Subrecipient shall encumber Funds through written agreements by June 30, 2024 and expend Funds by June 30, 2026. Subrecipient shall deposit the Funds into the CVHCF to support the revolving loan fund for development of approximately 2,500 affordable housing units within the Coachella Valley with potential housing units in the pipeline located in Coachella, Thermal, Indian Wells, Indio, Palm Desert, Palm Springs, Desert Hot Springs, Mecca, Indian Wells, and Rancho Mirage. The revolving loan fund is intended to attract investment to support the development of **affordable housing across the cities and numerous unincorporated communities in the Coachella Valley.**

EXHIBIT A

The housing units created by Funds from the CVHCF shall be reserved for households making 120% or less of Area Median Income for the County of Riverside and will be subject to California's Department of Housing and Community Development ("HCD") regulations. **Loan agreements for each of the projects funded with Funds shall recognize that no projects will receive Funds unless those projects will be projects that record, or intend to record, an affordability covenant in the Official Records. One or more affordability covenants will be recorded on the project by the California Tax Credit Allocation Committee ("CTCAC"), HCD, a city, and/or County. On projects where no city or regulatory agency will be recording the affordability covenants, Subrecipient shall require the lending CDFI to record an affordability covenant in the Official Records that substantially conforms in form and substance to the Covenant Agreement attached hereto as Exhibit B. When funding is used for non-rental units (e.g., homeownership, co-op, or lease-to-purchase) the SUBRECIPIENT shall require, through CDFI, city, or regulatory agency, that an affordability covenant is recorded in the Official Records on the unit at the sale of the unit. The covenant agreement will be for a minimum of twenty (20) years and household incomes will be verified at the transfer of property. The covenant agreement shall expire once the units have been held for twenty (20) years.**

Eligible uses of the Funds include PROGRAMMATIC COSTS, such as pre-development, acquisition, preservation, rehabilitation, construction, and permanent financing costs, as well as top loss or credit enhancement, for CVHCF projects. Additionally, operational costs, as described below, shall be considered eligible uses of funds, except that Subrecipient may not expend more the 5% of the initial \$15,000,000 allocation on operational costs. OPERATIONAL COSTS include:

- Legal fees associated with the deployment of loans and management of CVHCF related to this Agreement,
- Insurance fees associated with the deployment of loans and management of CVHCF related to this Agreement,
- Accounting and financial services fees associated with the deployment of loans and management of CVHCF related to this Agreement,
- Operational costs including staff associated with the deployment of loans and management of CVHCF related to this Agreement,
- Policy and legislative advocacy associated with the deployment of loans and management of CVHCF related to this Agreement,
- Communications and marketing associated with the deployment of loans and management of CVHCF related to this Agreement,
- Resident engagement and community outreach associated with the deployment of loans and management of CVHCF related to this Agreement,
- Consulting support associated with the deployment of loans and management of CVHCF related to this Agreement, and,
- Any other directly related costs to the operations of the Fund.

Notwithstanding the foregoing, the SUBRECIPIENT may retain Program Income that is generated, including, but not limited to, interest on loans, interest earned on funds held in deposit or money market accounts, loan origination fees, loan administrator fees, and loan servicing fees. Additionally, repayments of debt, promissory notes, or related items will be considered program income. Program Income may be used to cover the eligible uses defined in Agreement, including both Programmatic Costs and Operational Costs.

Subrecipient shall demonstrate to the County, in the County's sole and absolute discretion, that the money derived from the Funds is deemed fully expended.

B. Levels of Accomplishment - Goals and Performance Measures

Subrecipient anticipates supporting and spurring the development of at least 2,500 affordable housing units as described in the Lift to Rise, We Lift: Coachella Valley's Housing Catalyst Fund background, project pipeline list, and budget proposal to Governor attached hereto as Exhibit C behind this exhibit.

EXHIBIT A**C. Subrecipient Capacity**

By executing this Agreement, the Subrecipient certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with the Funds. Subrecipient shall immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Subrecipient's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

D. Performance Monitoring

The County of Riverside will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the Agreement. Substandard performance as determined by the County shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated

E. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$15,000,000**.

The County may require more detailed budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by County.

EXPENSE CATEGORY

Riverside County Allocation Lift to Rise for the CVHCF Fund

TOTAL BUDGET

BUDGET

\$ 15,000,000

\$ **15,000,000**

The County will provide Subrecipient a one-time lump sum payment grant that will be used for all eligible expenses incurred on or after March 3, 2021.

III. ADMINISTRATIVE REQUIREMENTS**A. Accounting Standards**

The Subrecipient agrees to obtain an external audit from an independent Certified Public Accountant annually and provide an audited GAAP financial report annually to the County. The audit report shall be submitted to the County within 180 days after the end of County's fiscal year. The Subrecipient agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The Subrecipient shall administer its program in conformance with the annual external audit referenced

EXHIBIT A

above. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement as set forth in this Exhibit A and in the Agreement. Such records shall include, but not be limited to:

- a. Title of program, listing of components, description of activities/operations. The description shall include a statement on how each project is funded under the Funds.
- b. The projected cost of the loan through maturity, projected goals, indicated numerically, and the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals and identify any problems encountered in meeting goals.
- c. The total number of affordable housing units that are assisted with the Funds;
- d. Total number of affordable housing units spurred;
- e. The location of affordable housing units supported or spurred by city or unincorporated community;
- f. Where the projects are in the development process;
- g. Anticipated construction start date;
- h. Participation Agreements executed with CFDI partners; and
- i. Funding received to date from all sources.

2. Records Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Reserved.

4. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: providing quarterly and annual reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the Funds, including program income.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, the State of California, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to obtain an external audit from an independent Certified Public Accountant annually and provide an audited GAAP financial report annually to the County.

EXHIBIT B

Form of Covenant Agreement

FORM

1 NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

2 Order No.
Escrow No.
3 Loan No.

4 RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

5
6 County of Riverside
Housing and Workforce Solutions
7 3403 10th Street, Suite 300
Riverside, CA 92501
8 Attn. Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDERS USE

COVENANT AGREEMENT

9
10
11 This Covenant Agreement (this "Covenant") is made and entered into as of the ____ day
12 of _____, 202__ by and between the COUNTY OF RIVERSIDE, a
13 political subdivision of the State of California ("COUNTY"), and <OWNER/DEVELOPER>, a
14 California public benefit corporation ("OWNER").

RECITALS

15
16 WHEREAS, OWNER owns that certain real property located at _____
17 in the County of Riverside, also identified as APN _____ more specifically described
18 in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the
19 "Property"); and

20 WHEREAS, on _____, 2022 COUNTY and Lift to Rise entered into that certain
21 Subrecipient's Agreement for the use of State Allocated Funds for the Coachella Valley Housing
22 Catalyst Fund dated _____, 2022 (the "Subrecipient's Agreement" or
23 "Agreement") which provides grant funding for the support of a revolving loan fund to respond to
24 the severe shortage of rental homes affordable and available to low-income households to develop
25 approximately 2,500 affordable housing units throughout the Coachella Valley; and

26 WHEREAS, through the Subrecipient's Agreement, Lift to Rise is the administrator of the

1 Coachella Valley Housing Catalyst Fund; and

2 WHEREAS, OWNER will offer _____ (XX) units restricted as (“State-Assisted
3 Units”) for occupancy by _____ whose incomes are at or below 80% of
4 the area median income for the County of Riverside (collectively, the “Project”). <additional
5 Project details>; and

6 WHEREAS, COUNTY is providing funding pursuant to 2022-2023 California Budget Bill
7 Jr. (Chapter 249, Statutes of 2022, AB 179), Section 19.56, hereinafter “Budget Act of 2022”, for
8 the purpose of developing affordable housing through the Coachella Valley Housing Catalyst Fund
9 (“CVHCF”); and

10 WHEREAS, \$15,000,000 in State funding was allocated to COUNTY pursuant the Budget
11 Act of 2022 for the CVHCF (“Funds”), more specifically a revolving loan fund administered by
12 SUBRECIPIENT to develop approximately 2,500 affordable housing units throughout the
13 Coachella Valley; and

14 WHEREAS, pursuant to the Subrecipient’s Agreement, eligible uses of the Funds include,
15 but are not limited to, pre-development, acquisition, construction, and permanent financing costs;

16 WHEREAS, pursuant to the Subrecipient’s Agreement, OWNER has agreed to develop
17 the Project on the Property and ensure the units are occupied by households whose incomes are at
18 or below 80% of the area median income for the County of Riverside.

19 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for
20 other good and valuable consideration, the receipt and sufficiency of which are hereby
21 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in
22 interest to the Property or any part thereof, hereby declares as follows:

23 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
24 herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years
25 from the recordation of the Covenant for the last building for which construction is completed for
26 the Project on the Property, or (ii) _____ (“Term” or “Affordability Period”). For the

1 duration of the Term, the Property shall be held, sold and conveyed, subject to the following
2 covenants, conditions, and restrictions:

3 a) The State-Assisted Units shall be made available only to incomes are at or
4 below 80% of the area median income for the County of Riverside, at the time of initial occupancy
5 as set forth above. Rent for the State-Assisted Units including utilities shall not exceed 30% of the
6 household income.

7 b) OWNER shall comply with the terms of HCD regulations, Subrecipient's
8 Agreement, and any other instrument secured against the Property.

9 2) SENIOR PRIORITY. Notwithstanding anything to the contrary contained in the
10 Subrecipient's Agreement, including any of its attachments, this Covenant shall be in a [REDACTED]
11 priority lien position and senior to all other security instruments.

12 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
13 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
14 comply with all federal, state and local laws, regulations and ordinances.

15 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and
16 its successors, assigns, and each successor in interest to the Property and Project or any part thereof
17 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
18 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
19 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and
20 sound condition (or better) as the condition of the Property at the time of the recordation of the
21 Covenant for the Project, reasonable wear and tear excepted. This standard for the quality of
22 maintenance of the Property shall be met whether or not a specific item of maintenance is listed
23 below. However, representative items of maintenance shall include frequent and regular inspection
24 for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement
25 of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and
26 removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved

1 areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping
2 in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as
3 necessary; cleaning windows on a regular basis; painting the buildings on a regular program and
4 prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis
5 and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices
6 in good working order. In the event OWNER, its successors or assigns fails to maintain the
7 Property in accordance with the standard for the quality of maintenance, COUNTY or its designee
8 shall have the right but not the obligation to enter the Property upon reasonable notice to OWNER,
9 correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
10 thereof, and such cost, until paid, shall constitute a lien on the Property.

11 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race,
12 gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation,
13 selection, hiring or treatment of any contractors or consultants, to participate in
14 subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of this
15 clause shall be considered a material breach of this Covenant and may result in termination,
16 debarment or other sanctions. This language shall be incorporated into all contracts between
17 OWNER and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.
18 OWNER shall comply with the provisions of the California Fair Employment and Housing Act
19 (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as
20 amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders
21 with respect to its use of the Property.

22 6) OWNER herein covenants by and for itself, its successors and assigns, and all
23 persons claiming under or through them, that this Covenant is made and accepted upon and subject
24 to the following conditions: There shall be no discrimination against or segregation of any person
25 or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
26 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and

1 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
2 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
3 the transferee itself or any person claiming under or through him or her, establish or permit any
4 such practice or practices of discrimination or segregation with reference to the selection, location,
5 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

6 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale,
7 or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex,
8 sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
9 contract entered into with respect to the Property, or any portion thereof, after the date of this
10 Covenant shall contain or be subject to substantially the following nondiscrimination or
11 nonsegregation clauses:

12 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her
13 heirs, executors, administrators, and assigns, and all persons claiming under or through them, that
14 there shall be no discrimination against or segregation of, any person or group of persons on
15 account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as
16 those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
17 subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease,
18 sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall
19 the grantee or any person claiming under or through him or her, establish or permit any practice or
20 practices of discrimination or segregation with reference to the selection, location, number, use or
21 occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.
22 The foregoing covenants shall run with the land."

23 b) In leases: "The lessee herein covenants by and for himself or herself, his or her
24 heirs, executors, administrators, and assigns, and all persons claiming under or through him or her,
25 and this lease is made and accepted upon and subject to the following conditions: That there shall
26 be no discrimination against or segregation of any person or group of persons, on account of any

1 basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
2 defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
3 Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing,
4 transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee
5 himself or herself, or any person claiming under or through him or her, establish or permit any
6 such practice or practices of discrimination or segregation with reference to the selection, location,
7 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises
8 herein leased.”

9 c) In contracts: “There shall be no discrimination against or segregation of any
10 person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955
11 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m)
12 and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government
13 Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor
14 shall the transferee itself or any person claiming under or through him or her, establish or permit
15 any such practice or practices of discrimination or segregation with reference to the selection,
16 location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the
17 land.”

18 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
19 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
20 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
21 defending any discrimination claim brought by any third party and/or local, state or federal
22 government entity, arising out of or in connection with the Subrecipient’s Agreement or this
23 Covenant.

24 8) INSURANCE. Without limiting or diminishing OWNER’s obligation to indemnify
25 or hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its
26 sole cost and expense, the following insurance coverage’s during the term of this Covenant.

1 a) Worker's Compensation Insurance. If OWNER has employees as defined
2 by the State of California, OWNER shall maintain statutory Workers' Compensation Insurance
3 (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers'
4 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
5 person per accident. The policy shall be endorsed to waive subrogation in favor of the County of
6 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

7 b) Commercial General Liability Insurance. Commercial General Liability
8 insurance coverage, including but not limited to, premises liability, contractual liability, products
9 and completed operations liability, personal and advertising injury, and cross liability coverage,
10 covering claims which may arise from or out of OWNER's performance of its obligations
11 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
12 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
13 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall
14 not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a
15 general aggregate limit, it shall apply separately to this Covenant or be no less than two (2) times
16 the occurrence limit.

17 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
18 performance of the obligations under this Covenant, then OWNER shall maintain liability
19 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
20 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
21 limit, it shall apply separately to this Covenant or be no less than two (2) times the occurrence
22 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
23 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
24 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
25 coverage approved by County's Risk Manager ("Risk Manager").

26 d) General Insurance Provisions – All Lines.

1 (1) Any insurance carrier providing insurance coverage hereunder shall be
2 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
3 unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a
4 requirement for a particular insurer such waiver is only valid for that specific insurer and only for
5 one policy term.

6 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
7 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
8 have the prior written consent of Risk Manager. Upon notification of self-insured retention
9 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
10 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
11 of losses and related investigations, claims administration, and defense costs and expenses.

12 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
13 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
14 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
15 provide copies of policies including all Endorsements and all attachments thereto, showing such
16 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
17 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
18 to the County of Riverside prior to any material modification, cancellation, expiration or reduction
19 in coverage of such insurance. OWNER shall not continue operations until COUNTY has been
20 furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of
21 policies of insurance including all endorsements and any and all other attachments as required
22 herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the
23 original endorsements for each policy and the Certificate of Insurance.

24 (4) It is understood and agreed to by the parties hereto that OWNER's
25 insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles
26 and/or self-insured retention's or self-insured programs shall not be construed as contributory.

1 (5) If, during the term of this Covenant or any extension thereof, there is a
2 material change in the scope of services or there is a material change in the equipment to be used
3 in the performance of the scope of work which will add additional exposures (such as the use of
4 aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance
5 required under this Covenant and the monetary limits of liability for the insurance coverage's
6 currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of
7 insurance carried by OWNER has become inadequate.

8 (6) OWNER shall pass down the insurance obligations contained herein to
9 all tiers of subcontractors.

10 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
11 party or any incident or event that may give rise to a claim arising from the performance of the
12 Covenant.

13 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
14 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
15 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
16 agents and representatives (individually and collectively hereinafter referred to as Indemnitees)
17 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
18 employees, subcontractors, agents or representatives arising out of or in any way relating to this
19 Covenant, including but not limited to property damage, bodily injury, or death or any other
20 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
21 employees, subcontractors, agents or representatives Indemnitors from this Covenant. OWNER
22 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
23 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
24 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
25 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
26 shall have the right to adjust, settle, or compromise any such action or claim without the prior

1 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
2 no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnitees as set
3 forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to
4 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
5 or claim involved. The specified insurance limits required in this Covenant shall in no way limit
6 or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein
7 from third party claims. In the event there is conflict between this clause and California Civil Code
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
9 shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law.
10 The indemnification set forth in this paragraph 14 shall survive the expiration and earlier
11 termination of this Covenant.

12 10) NOTICES. All Notices provided for in this Covenant shall be deemed received
13 when personally delivered, or two (2) days following mailing by certified mail, return receipt
14 requested. All mailing shall be addressed to the respective parties at their addresses set forth
15 below, or at such other address as each party may designate in writing and give to the other party:

16 COUNTY
17 Director HWS
18 County of Riverside
19 3403 10th Street, Suite 300
Riverside, CA 92501

OWNER
XXXXX
c/o XXXXX
XXXXX
XXXXX, CA XXXXX

20 11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such
21 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions
22 at law or suit in equity or other proper proceedings to enforce the curing of such breach of
23 agreement or covenant.

24 12) TERM. The non-discrimination covenants, conditions and restrictions contained in
25 Section 6 of this Covenant shall remain in effect in perpetuity. Every other covenant, condition
26 and restriction contained in this Covenant shall continue in full force and effect for the Term, as

1 defined in **Section 1** of this Covenant.

2 13) NOTICE AND OPPORTUNITY TO CURE. Prior to exercising any remedies
3 hereunder, COUNTY shall give OWNER notice of such default pursuant to section 11 above. Any
4 monetary default shall be cured within ten (10) days of delivery of written notice. Except as
5 otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
6 thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
7 cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
8 reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and
9 OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in
10 good faith works to effect a cure as soon as possible, then OWNER shall have such additional time
11 as is reasonably necessary to cure the default prior to exercise of any remedies by COUNTY; but
12 in no event no later than sixty (60) days from delivery of such notice of default, subject to force
13 majeure (including government restrictions, pandemics, and acts of God). COUNTY, upon
14 providing OWNER with any notice of default under this Covenant, shall, within a reasonable time,
15 provide a copy of such default notice to a Permitted Lender who has given written notice to
16 COUNTY of its interest in the Property and Project. From and after such notice has been delivered
17 to a Permitted Lender and the Owner's limited partner, such Permitted Lender shall have the same
18 period for remedying the default complained of as the cure period provided to OWNER pursuant
19 to this Section 14. COUNTY shall accept performance by a Permitted Lender or limited partner
20 of Owner as if the same had been done by OWNER.

21 14) If a violation of any of the covenants or provisions of this Covenant remains
22 uncured after the respective time period set forth in this Section 14, COUNTY and its successors
23 and assigns, without regard to whether COUNTY or its successors and assigns is an owner of any
24 land or interest therein to which these covenants relate, may institute and prosecute any
25 proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation
26 or to compel specific performance by OWNER of its obligations hereunder. No delay in enforcing

1 the provisions hereof as to any breach or violation shall impair, damage or waive the right of any
2 party entitled to enforce the provisions hereof or to obtain relief against or recover for the
3 continuation or repetition of such breach or violations or any similar breach or violation hereof at
4 any later time.

5 15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the
6 same basis as if tendered by OWNER.

7 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.
8 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the
9 Project, the Property or any portion thereof, without obtaining the prior written consent of
10 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall
11 be memorialized an assignment and assumption agreement the form and substance of which have
12 been first approved in writing by COUNTY in its sole discretion. Such assignment and assumption
13 agreement shall, among other things, provide that the transferee has assumed in writing and in full,
14 and is reasonably capable of performing and complying with OWNER's duties and obligations
15 under the Subrecipient's Agreement and this Covenant, provided, however OWNER shall not be
16 released of all obligations under the Subrecipient's Agreement and this Covenant.

17 17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or
18 modified only by a written amendment signed by authorized representatives of both parties.

19 18) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be
20 governed by the laws of the State of California. Any legal action related to the performance or
21 interpretation of this Covenant shall be filed only in the Superior Court of the State of California
22 located in Riverside, California, and the parties waive any provision of law providing for a change
23 of venue to another location. In the event any provision in this Covenant is held by a court of
24 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
25 nevertheless continue in full force without being impaired or invalidated in any way.

26 19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and

1 inure to the benefit of the respective heirs, successors and assigns of the parties.

2 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
3 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
4 in any way impair the lien or charge of any deed of trust or mortgage permitted by the
5 Subrecipient's Agreement or the lien or charge of a deed of trust made by OWNER for the benefit
6 of any lender first approved in writing by COUNTY (each, a "Permitted Lender") and nothing
7 herein or in the Subrecipient's Agreement shall prohibit or otherwise limit the exercise of a
8 Permitted Lender's rights and remedies thereunder, including a foreclosure or deed-in-lieu of
9 foreclosure and subsequent transfer thereafter.

10 21) SEVERABILITY. In any event that any provision, whether constituting a separate
11 paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be
12 void and unenforceable, it shall be deemed separated and deleted from the agreement and the
13 remaining provisions of this Covenant shall remain in full force and effect.

14 22) PROJECT MONITORING AND EVALUATION.

15 a) In addition to this Section 23, the Project shall be monitored and evaluated
16 in conformance with the requirements and procedures as set forth in the Budget Act of 2022.

17 b) Inspections. During the Affordability Period, COUNTY must perform on-
18 site inspections of State-Assisted Units to determine compliance with the property standards. The
19 on-site inspections shall occur within twelve (12) months after Covenant Agreement and at least
20 once every three (3) years thereafter during the Affordability Period. If there are observed
21 deficiencies for any of the inspectable items in the property standards established by COUNTY,
22 a follow-up on-site inspection to verify that deficiencies are corrected must occur within twelve
23 (12) months. COUNTY may establish a list of non-hazardous deficiencies for which correction
24 can be verified by third party documentation (e.g., paid invoice for work order) rather than re-
25 inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt
26 a more frequent inspection schedule for properties that have been found to have health and safety

1 deficiencies. The property owner must annually certify to COUNTY that each building and all
2 State-Assisted Units in the Project are suitable for occupancy, taking into account State and local
3 health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property
4 standards established by the participating jurisdiction. Inspections must be based on a statistically
5 valid sample of units appropriate for the size of COUNTY State-Assisted project.

6 23) ACCESS TO PROJECT SITE. Representatives of COUNTY shall have the right
7 of access to the Property, upon 24 hours' written notice to OWNER (except in the case of an
8 emergency, in which case COUNTY shall provide such notice as may be practical under the
9 circumstances), without charges or fees, during normal business hours to review the operation of
10 the Project in accordance with this Covenant and the Subrecipient's Agreement.

11 24) COUNTERPARTS. This Covenant may be signed by the different parties hereto in
12 counterparts, each of which shall be an original, but all of which together shall constitute one and
13 the same agreement.

14 25) COVENANT RUNS WITH PROPERTY. In accordance with California Civil
15 Code Section 1461 et seq., all conditions, covenants and restrictions contained in this Covenant
16 shall be covenants running with the land. The COUNTY shall be deemed the beneficiaries of the
17 covenants, conditions and restrictions of this Covenant both for and in their own rights and for the
18 purposes of protecting the interests of the community. The covenants, conditions, and restrictions
19 shall run in favor of COUNTY, without regard to whether COUNTY has been, remains, or is an
20 owner of any land or interest therein in the Property.

21 26) This Covenant and the Subrecipient's Agreement set forth and contain the entire
22 understanding and agreement of the parties hereto. There are no oral or written representations,
23 understandings, or ancillary covenants, undertakings or agreements, which are not contained or
24 expressly referred to within this Covenant, and the Subrecipient's Agreement, including all
25 amendments and modifications to the Subrecipient's Agreement.

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[SIGNATURES ON THE NEXT PAGE]

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IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:

OWNER:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

XXXXXX,
a California public benefit corporation

By: _____

By: _____

Director HWS

Name: XXXXXX

Title: XXXXXX

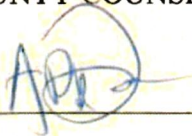
Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL

By:  _____

Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

FORM



We Lift: Coachella Valley's Housing Catalyst Fund

Background

Lift to Rise is a nonprofit organization in the Coachella Valley which brings together community and institutional leaders to collaboratively solve the underlying causes of poverty and inequality. We strive for a future where all Coachella Valley families are healthy, stable, and thriving. Our work is rooted in deep community listening, quantitative and qualitative data analysis, and cross-sector collaboration.

Since 2018, Lift to Rise has convened the Housing Collaborative Action Network (CAN), a network of over 60 cross-sector partners organized around shared goal of reducing regional rent burden by 30% through the production of 10,000 units of affordable housing in the Coachella Valley by 2028.

For the past five years, Lift to Rise and the members of the CAN have been pushing for bold investment and policy solutions to the local housing affordability crisis. The feasibility of our shared goal of radically increasing the supply of affordable housing in the Coachella Valley was initially met with doubt, yet through sustained coordination and tireless perseverance, our set of solutions is now embraced by Riverside County and all nine Coachella Valley cities as the region's affordable housing plan. Before 2018, the region produced an average of 38 units of affordable housing per year; at present – resulting from the coordination of the CAN – there are upwards of 1,600 units under construction or six months away from construction.

Housing Collaborative Action Network (CAN)

The CAN members include residents and community-based organizations, staff and elected officials from all nine Coachella Valley cities and the County of Riverside, affordable housing developers, and Community Development Financial Institutions (CDFIs) and other funders.

The CAN's work is centered around our affordable housing pipeline, which represents all the proposed affordable housing projects in the Coachella Valley. Lift to Rise and the CAN aggregate the pipeline through the lens of regional equity, impact on rent burden, and project readiness and then assess the projects in the pipeline to ascertain project needs (i.e. financing, public support, technical assistance, co-location of childcare facilities, etc.). A common theme across projects in the pipeline is that affordable housing developers lack access to patient, flexible, and low-interest capital to fill their predevelopment, acquisition, and construction financing gaps. To address this need, Lift to Rise developed We Lift: the Coachella Valley's Housing Catalyst Fund (CVHCF).

We Lift: the Coachella Valley's Housing Catalyst Fund (CVHCF)

CVHCF is an innovative, flexible revolving loan fund designed to rapidly jumpstart affordable housing production and help move projects forward that are stalled by a lack of predevelopment funding and access to low-cost construction financing, two significant barriers to affordable housing production that are not well addressed in current state programs. California's affordable housing funding streams have long favored coastal and metropolitan areas over the Coachella Valley and other inland and rural communities, making it difficult to compete for the resources necessary to address our region's affordable housing deficit, which, according to the National Low Income Housing Coalition (2022), is the most severe shortage in the entire state.

CVHCF is capitalized through public and private capital which is pooled into the fund where two national Community Development Fund Institutions (CDFIs), Low Income Investment Fund (LIIF) and Rural

Community Assistance Corporation (RCAC), originate loans using the capital as well as matching financing with their own funds. The low-cost public and private capital allows the funds to be blended with the CDFI capital, providing developers a lower interest rate than what would be available in most lending markets. Those savings allow the developers to put more resources into other projects, increase the number of units in the proposed development, or further reduce the rents in the proposed development. Depending on the project and pipeline needs, most loans are repaid between 6- and 36-months allowing a consistently revolving lending pool.

Over the past year, Lift to Rise has worked to prove the success of this model. In 2021, Lift to Rise launched CVHCF and secured a commitment from RCAC and LIIF to match every dollar received by the fund. With an investment from Riverside County of \$2 million of ARPA dollars and the match from RCAC and LIIF, the fund has already closed the funding gap for seven projects in the regional pipeline, allowing for the production of over 500 units of new affordable housing. These projects include four new multifamily developments for farmworkers, veterans, and formerly homeless individuals and the rehabilitation of two dilapidated, unpermitted mobile home parks to provide safe, affordable homeownership opportunities for farmworker families

Lift to Rise and the CAN have put in a tremendous amount of effort to grow CVHCF's lending pool. In 2022, after two years of advocacy by Lift to Rise, the CAN, and local California Assemblymember Eduardo Garcia, CVHCF secured a \$15 million direct allocation from the California state budget. The investment will spur the delivery of more than 2,500 affordable units over the next 24 months, about half the shovel-ready units in our current development pipeline. Once these projects are completed, the funding will recycle within the community to help deliver an additional 7,500 new units by 2028.

The projects that receive loans will meet a range of critical regional needs with an eye towards equitable distribution to affirmatively further fair housing. The current lending pipeline includes projects in high-resource communities where affordable housing has never been approved before. These projects include four new multifamily developments for farmworkers, veterans, and formerly homeless individuals and the rehabilitation of two dilapidated, unpermitted mobile home parks to provide safe, affordable homeownership opportunities for farmworker families.

Potential Project List

The following list represents CVHCF's potential lending pipeline:

Development	City	Loan Type	Minimum Loan Requested	Maximum Loan Allowable	Units
Project A	Palm Desert	Predevelopment	\$750,000	\$1,500,000	120
Project B	Indian Wells	Predevelopment	\$750,000	\$1,500,000	100
Project C	Palm Desert	Predevelopment	\$750,000	\$1,500,000	66
Project D	Coachella	Predevelopment	\$750,000	\$1,500,000	152
Project E	Indio	Predevelopment	\$750,000	\$1,500,000	150
Project F	Coachella	Predevelopment	\$750,000	\$1,500,000	54
Project G	Palm Desert	Predevelopment	\$750,000	\$1,500,000	176
Project H	Indio	Predevelopment	\$750,000	\$1,500,000	49
Project I	Indio	Predevelopment	\$750,000	\$1,500,000	100
Project J	Thermal	Predevelopment	\$750,000	\$1,500,000	80
Project K	Thermal	Predevelopment	\$750,000	\$1,500,000	100
Project L	Thermal	Predevelopment	\$750,000	\$1,500,000	150

Project M	Thermal	Predevelopment	\$750,000	\$1,500,000	150
Total Predevelopment			\$9,750,000	\$19,500,000	1447

Program Type	City	Product	Cost	Minimum Predevelopment	Units
Single Family + Mixed Use (Early Childcare Education)	Palm Springs	Acquisition-New Construction	\$4,500,000	\$750,000	85
Multifamily, Mixed Use (Healthcare, Early Childcare Education)	Desert Hot Springs	Acquisition-New Construction	\$2,500,000	\$750,000	140
Multifamily, Mixed Use (Early Childcare Education, Commercial)	Mecca	Acquisition-New Construction	\$2,500,000	\$750,000	80
Single Family + Multifamily	Indian Wells	Acquisition-New Construction	\$6,500,000	\$750,000	100
Multifamily + Mixed Use (Early Childcare, Commercial)	Coachella	Acquisition-New Construction	\$3,000,000	\$750,000	140
Single Family + Multifamily	Rancho Mirage	Acquisition-New Construction	\$5,000,000	\$750,000	110
Total Acquisition			\$24,000,000	\$4,500,000	570

*All acquisition loans are paired and coterminous with predevelopment loans	Total Predevelopment for Acquisition Loans
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			Date to Close	Range
Perm loan 1	Permanent	\$2,000,000	3/1/2023	80-150
Perm loan 2	Permanent	\$2,000,000	6/1/2023	80-150
Perm loan 3	Permanent	\$2,000,000	9/1/2023	80-150
Perm loan 4	Permanent	\$2,000,000	12/1/2023	80-150
Perm loan 5	Permanent	\$2,000,000	3/1/2024	80-150
Total Perm		\$10,000,000		575

Total Lending Range	Minimum	Maximum Lending	Total Units
	\$43,750,000	\$58,000,000	2592

State Budget Ask Letter

Below (attached) is the letter signed by 60 CAN members requesting the \$15 million direct allocation from the CA state budget, which was ultimately passed by the legislature and signed into law by the Governor:



May 19, 2022

Governor Gavin Newsom
 1021 O Street, Suite 9000
 Sacramento, CA 95814

President Pro Tempore Toni Atkins
 1021 O Street, Suite 8518
 Sacramento, CA 95814

Speaker Anthony Rendon
 State Capitol Room 219
 Sacramento, CA 95814

RE: Budget Request for Coachella Valley Housing Catalyst Fund

Dear Governor Newsom, President Pro Tempore Atkins, and Speaker Rendon:

Lift to Rise (LTR) and the 60 undersigned elected officials and organizations respectfully request \$15,000,000 in the 2022-2023 budget for the Coachella Valley Housing Catalyst Fund (CVHCF). This one-time investment will help ensure that our collective of over 60 cross-sector partners can deliver 10,000 new units of affordable housing across the Coachella Valley by 2028. These units, over half of which are already in the development pipeline but in need of additional capital to begin construction, represent the level of production needed to make a region-wide impact on housing affordability. Our goal is to radically increase housing stability and create paths to economic mobility for valley residents—over half of whom fall below 200% of the federal poverty line—by reducing the number of rent-burdened households by 30%.

CVHCF is an innovative, flexible revolving loan fund designed to rapidly jumpstart affordable housing production and overcome two significant challenges for our region. First, too many families can't afford the rent. Two-thirds of the households in the Coachella Valley are rent-burdened, paying more than one-third of their income for rent. Second, California's affordable housing funding streams have long favored coastal and metropolitan areas over the Coachella Valley and other inland and rural communities, making it difficult to compete for the resources necessary to address our region's housing needs.

CVHCF will leverage state dollars to attract additional private capital at a rate of at least two dollars for every dollar invested by the state. It will help move projects forward that are stalled by a lack of predevelopment funding and access to low-cost construction financing, two significant barriers to affordable housing production that are not well addressed in current state programs. A \$15 million investment will spur the delivery of more than 2,500 affordable units over the next 24 months, about half the shovel-ready units in our current development pipeline. Once these projects are completed, the funding will recycle within the community to help deliver an additional 7,500 new units by 2028. Units will meet a range of critical regional needs with an eye towards equitable distribution to affirmatively further fair housing. The current pipeline includes projects in high-resource communities where affordable housing has never been approved before.

This past year, LTR has worked to prove the success of this model. In 2021, LTR launched CVHCF and secured a commitment from two CDFIs—the Rural Community Assistance Corporation (RCAC) and the Low-Income Investment Fund (LIIF)—to match every dollar received by the fund. With an investment from Riverside County of \$2 million and the match from RCAC and LIIF, the fund has closed the funding gap for seven projects in the regional pipeline, allowing for the production of over 500 units of new affordable housing. These projects include four new multifamily developments for farmworkers, veterans, and formerly homeless individuals and the rehabilitation of two dilapidated, unpermitted mobile home parks to provide safe, affordable homeownership opportunities for farmworker families. The concept works and with a small infusion of state funding we can grow this success exponentially.

Our region needs more than 10,000 new affordable units just to meet current demand, yet between 2010 and 2018 the Coachella Valley averaged only 38 new affordable units per year. COVID-19 has exacerbated the already critical shortage of affordable units in our region as tens of thousands of Californians moved from coastal and urban areas like Los Angeles to inland and more rural areas like the Coachella Valley, in what the Wall Street Journal recently called "a demographic shake-up in California, driving a mass middle-class exodus to the state's Inland Empire."

We are excited that last year's budget included a substantial new investment for REAP 2.0 and are grateful that catalyst funds are an allowable use for these dollars. However, we anticipate that the demand for these funds will be substantial and that, as with other programs, scoring will heavily favor the highly urbanized and more coastal parts of the massive and diverse SCAG region. Even if we are ultimately able to obtain funding for CVHCF through SCAG's REAP 2.0 competition, we anticipate we would not have the funds in hand until at least mid-2023. With an investment from the General Fund now, we could be well on our way to having 2,500 desperately needed new units of affordable housing completed by then.

We urge your support of this request. With a modest state investment, we can deliver lasting change for low-income families in the Coachella Valley and serve as a replicable model for other areas of the state.

Sincerely,

Heather Vaikona, President and CEO
Lift to Rise

V. Manuel Perez, Fourth District Supervisor
Riverside County Board of Supervisors

Raul Ruiz, 36th District Representative
United States Congress

Fiona Ma, Treasurer
State of California

Carrie Harmon, Executive Deputy Director
Housing Authority of the County of Riverside

Michael Walsh, Deputy Director
Housing Authority of the County of Riverside, Lift to Rise Housing CAN Co-Chair

Steve Hernandez, Mayor
City of Coachella

Lisa Middleton, Mayor
City of Palm Springs

Waymond Fermon, Mayor
City of Indio

Jan Harnik, Mayor
City of Palm Desert

Richard Balocco, Mayor
City of Indian Wells

Ted Weill, Mayor
City of Rancho Mirage

Scott Matas, Mayor
City of Desert Hot Springs

Linda Evans, Mayor
City of La Quinta

Ernesto M. Gutierrez, Mayor
City of Cathedral City

Dale S. Reynolds, Mayor
City of Blythe

Lara Regus, Senior Vice President of Development
Abode Communities

Karen Suarez, Director
Uplift San Bernardino and Co-Chair of Lift to Rise Housing CAN and Inland SoCal Housing Collective

Celina Avalos, President and Co-Founder
ECV for Change

Suzanne Anarde, Chief Executive Officer
Rural Community Assistance Corporation

Micah Weinberg, CEO and President
California Forward

Luz Gallegos, Executive Director
TODEC

Cástulo R. Estrada, Board Vice President
Coachella Valley Water District

David Brinkman, Chief Executive Officer
DAP Health

Tammi Graham, Executive Director
First Five Riverside

Conrado Bárzaga, Chief Executive Officer
Desert Healthcare District and Foundation

Claudia Castorena, Co-founder
Galilee Center

Leticia De Lara, Chief Executive Officer
Regional Access Project Foundation

Robin Hacke, Executive Director
Center for Community Investment

Gary Painter, Director
USC Sol Price Center for Social Innovation

Kristal Granados, Chief Executive Officer
United Way of the Desert

Gretchen Gutierrez, Chief Executive Officer
Desert Valley Builders Association

Deiter Crawford, Community Advocate
Desert Highland Gateway Estates

Alan Greenlee, Executive Director
Southern California Association of Non-Profit Housing

Joy Silver, Regional Director, Southern California
Community Housing Opportunity Corp.

Danavon L. Horn, President
Palm Communities

Analisa Vargas, Lead Community Organizer
Coachella Valley
Communities for a New California Education Fund

Clemente Mojica, President & CEO
Neighborhood Partnership Housing Services

R. Michelle Decker, President and CEO
Inland Empire Community Foundation (IECF)

Damien O'Farrell, Chief Executive Officer
Parkview Legacy Foundation

Kimberly Latimer-Nelligan, President
Low Income Investment Fund

Emma Chavez, Western Region Market Director
Low Income Investment Fund

Steve PonTell, President and CEO
National Community Renaissance and Hope Through Housing Foundation

Gabriel Maldonado, Executive Director and CEO
TruEvolution

Javier Hernandez, Executive Director
Inland Coalition for Immigrant Justice

Pedro S. G. Rodriguez, Executive Director
Coachella Valley Housing Coalition

**Maribel Nunez, Executive Director
Inland Equity Community Land Trust**

**Lisa Wright, President & CEO
Inland SoCal United Way**

Melissa Fox, Housing Lawyer & Advocate

**Melanie Steele, Program Director
Inland SoCal Housing Collective**

**Tom Kirk, Executive Director
Coachella Valley Association of Governments**

**Tom Dolan, Executive Director
Inland Congregations United for Change**

**Matt Mason, Director of Real Estate Development
West Hollywood Community Housing Corporation**

**Jarvis Crawford, President
Palm Springs Black History Committee**

**Francisco Moreno, Executive Director
Council of Mexican Federations in North America
(COFEM)**

**Chris Castorena, Co-Founder
A Better Banning**

**Tanaya Hall, Girls Program Director
Building Resilience in African American Families**

**Mark Bigley, Vice President
Urban Housing Communities LLC**

**Ruby Rivera, Director
Palm Springs Unified School District Family Center**

**CC: Assemblymember Phil Ting, Chair Assembly Budget Committee
Assemblymember Wendy Carrillo, Chair, Assembly Budget Subcommittee 4
Senator Nancy Skinner, Chair, Senate Budget Committee
Senator Sydney Kamlager, Chair, Senate Budget Subcommittee 4**



Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: BRAD ANDERSON

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: 10-31-23 Agenda # 3.23

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20231031**. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on October 30, 2023

Submitted values are:

First Name

B

Last Name

Anderson

Address (Street, City and Zip)

N/A

Phone

7602192615

Email

ba4612442@gmail.com

Agenda Date

10/31/2023

Agenda Item # or Public Comment

3.23

State your position below

Oppose

Comments

The organization "Lift to Rise" has been a special interest of the Board of Supervisors and Coachella Valley Association of Government (CVAG) since that group "popped out of the wood work" That precived non-profit should be looked over for other truly devoted people that would serve the needs of County residents and aviod the deep pockets of Lift to Rise.

3,23