

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



ITEM: 14.1
(ID # 22914)

MEETING DATE:

FROM : RIVERSIDE COMMUNITY HOUSING CORP.:

Tuesday, November 07, 2023

SUBJECT: RIVERSIDE COMMUNITY HOUSING CORP (RCHC): Ratify and Approve the Third and Fourth Amendments to the Emergency Solutions Grant Agreement between the Riverside Community Housing Corp. (RCHC) and the County of Riverside (County), for the Use of Emergency Solutions Grant (ESG-CV) Funds through September 20, 2023; All Districts. [\$742,010 - ESG-CV Funds 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Ratify and approve the attached Third and Fourth Amendments to the Agreement for the Use of Emergency Solutions Grant (ESG-CV) Funds between the Riverside Community Housing Corp. (RCHC) and the County of Riverside (County) on behalf of its Department of Housing and Workforce Solutions (HWS) to increase the award of ESG-CV funds to RCHC by \$397,009.91 from \$345,000 to \$742,009.91 for their Rapid Rehousing program, and to extend the agreement term through September 20, 2023 (ESG-CV Amendments);
2. Authorize the Chief Executive Officer of RCHC to execute the ESG-CV Amendments on behalf of the County; and
3. Authorize the Chief Executive Officer, or designee, to take all necessary steps to implement the Amendments including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by General Counsel.

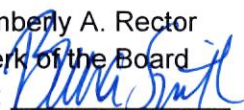
ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 10/23/2023

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Perez, seconded by Director Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Gutierrez
Date: November 7, 2023
xc: RCHC

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$742,010	\$ 0	\$742,010	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Emergency Solutions Grant			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Annual Award of ESG and CARES Act Funds

The U.S. Department of Housing and Urban Development (HUD) administers the Emergency Solution Grant (ESG) Program. These ESG-CV Grant funds provide localities with financial resources to assist and undertake essential community development and housing assistance activities. The ESG Program is designed to support essential services related to emergency shelter and street outreach, including building rehabilitations and conversion into emergency shelters, operation of emergency shelters, short-term and medium-term rental assistance, and housing relocation and stabilization services.

The County of Riverside, on behalf of its Department of Housing and Workforce Solutions (HWS) receives ESG-CV funds from HUD and is an authorized subrecipient able to contract with non-profit organizations for the use of such funds as permitted under applicable law. On December 15, 2020 (Minute Order No. 14.1), the Board of Directors of the Riverside Community Housing Corp., a California nonprofit public benefit corporation, (RCHC), ratified and approved an Agreement for the use of ESG-CV funds and to implement the ESG program within the County of Riverside. The Agreement was subsequently amended. The First and Second Amendments to the original Agreement increased funding to RCHC by \$50,000. The latest increase in these Third and Fourth Amendments of \$397,009.91 brings the total to \$742,009.91 in ESG-CV program funds through Fiscal Year 2023-2024.

RCHC plans, coordinates, and monitors ESG services for eligible County of Riverside residents. Such services include but are not limited to: tenant based rental assistance; project based rental assistance; short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance.

The increase of the FY23/24 ESG-CV funds is memorialized in the attached Third and Fourth Amendments between RCHC and the County to implement the ESG program within the County of Riverside with a term extended through September 20, 2023.

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In order to ensure that ESG program services remain available to vulnerable low-income individuals and their families, ESG program costs for fiscal year 2023-24 have already been incurred and covered by alternate funding sources including unspent ESG funds from prior fiscal years and RCHC's unrestricted administrative funds. As such, ratification of the Agreement is requested. These ESG program costs were included in RCHC's approved fiscal year 2023-24 budget. RCHC will be reimbursed by the County for ESG program costs incurred by RCHC through September 20, 2023.

Staff recommends that the Board of Directors ratify and approve the attached Third and Fourth Amendments, which have been approved as to form by General Counsel.

Impact on Citizens and Businesses

These Third and Fourth Amendments will have a positive impact on low-income residents of the County of Riverside because they will allow for access to additional housing services and supportive services.

SUPPLEMENTAL:

Additional Fiscal Information

No budget adjustment is needed. All funding is derived from HUD through ESG-CV grant funding.

ATTACHMENTS:

- Third and Fourth Amendments to the Agreement for the Use of Emergency Solutions Grant-CV Funds (FY 2023-2024)



Brianita Lontajo, Principal Management Analyst 11/1/2023



Aaron Gettis, Deputy County Counsel 10/26/2023

**THIRD AMENDMENT TO AGREEMENT
FOR THE USE OF EMERGENCY SOLUTIONS GRANT-CV FUNDS**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR THE USE OF EMERGENCY SOLUTIONS GRANT-CV FUNDS ("Amendment") is made and entered this 19 day of June, 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **RIVERSIDE COMMUNITY HOUSING CORP**, a California non-profit public benefit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Agreement for the Use of Emergency Solutions Grant-CV Funds effective July 7, 2020 ("Agreement"), wherein \$295,000 in Emergency Solutions Grant (ESG-CV) funds were allocated to SUBRECIPIENT by COUNTY and designated for a specific use of Homelessness Prevention, Rapid Re-Housing, Outreach Services, Temporary Emergency Shelter, and HMIS; and

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain First Amendment to Agreement dated August 12, 2021 ("First Amendment"), wherein the COUNTY increased SUBRECIPIENT's ESG-CV allocation to \$345,000;

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Second Amendment to Agreement dated March 16, 2022 ("Second Amendment"), wherein the COUNTY reallocated funding within the project, SUBRECIPIENT's ESG-CV allocation remained \$345,000; and

WHEREAS, the Original Agreement, First Amendment, and the Second Amendment are collectively referred to herein as the "Agreement", and

WHEREAS, SUBRECIPIENT has requested additional funding of \$365,000 of ESG-CV funds for Emergency Shelter activities, and the County has approved the request. The amended total allocation of ESG-CV funds to SUBRECIPIENT shall now be \$710,000.

1 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
2 covenants and conditions hereinafter set forth, the COUNTY and SUBRECIPIENT hereby
3 agree as follows:

4 1. The Parties agree to extend the term of the Agreement until July 31, 2023.

5
6 2. The total allocation under the Agreement shall now be \$710,000.

7
8 3. Exhibit "A" to the Agreement entitled, "Exhibit A- Amended, Amended Scope
9 of Services" is hereby deleted in its entirety and replaced with "Exhibit "A"-THIRD
10 AMENDED, AMENDED SCOPE OF SERVICE", attached hereto and incorporated herein by
11 this reference.

12 4. ENTIRE UNDERSTANDING. This Third Amendment and the Agreement set
13 forth and contain the entire understanding and agreement of the Parties hereto. There are no oral
14 or written representations, understandings, or ancillary covenants, undertakings or agreements,
15 which are not contained or expressly referred to within this Second Amendment and the
16 Agreement.

17 5. AGREEMENT IN FULL FORCE AND EFFECT. Except as otherwise
18 expressly modified herein, all other terms and conditions of the Agreement remain unmodified
19 and in full force and effect.

20 6. EFFECTIVENESS OF AMENDMENT. The "Effective Date" of this Third
21 Amendment is April 4, 2023.

22 7. FURTHER ASSURANCES. The Parties agree to execute such other documents
23 and to take such other actions as may be reasonably necessary to further the purposes of this
24 Second Amendment.

25 8. DIGITAL/ELECTRONIC SIGNATURES. The Parties agrees to the use of
26 electronic signatures, such as digital signatures that meet the requirements of the California
27 Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The
28 Parties further agree that the electronic signatures of the parties included in this Second

1 Amendment are intended to authenticate this writing and to have the same force and effect as
2 manual signatures. Electronic signature means an electronic sound, symbol, or process attached
3 to or logically associated with an electronic record and executed or adopted by a person with the
4 intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital
5 signature means an electronic identifier, created by computer, intended by the Party using it to
6 have the same force and effect as the use of a manual signature, and shall be reasonably relied
7 upon by the Parties. For purposes of this section, a digital signature is a type of "electronic
8 signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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SIGNATURES ON FOLLOWING PAGE

1 IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly
2 executed as of the dates set forth below.

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4 DATED: 6/19/2023

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

10 Michael F. Walsh

11 Michael F. Walsh, Deputy Director

RIVERSIDE COMMUNITY
HOUSING CORP,
a California nonprofit public benefit
corporation

12 Heidi Marshall

13 Heidi Marshall, Chief Executive
14 Officer

15
16 APPROVED AS TO FORM:
17 MINH C. TRAN
18 COUNTY COUNSEL

19 BY: APD
20 Amrit P. Dhillon
21 Deputy County Counsel

APPROVED AS TO FORM
MINH C. TRAN
GENERAL COUNSEL

22 BY: Lisa Sanchez
23 Lisa Sanchez
24 Deputy General Counsel
25
26
27
28

**EXHIBIT "A"-THIRD AMENDED
THIRD AMENDED SCOPE OF SERVICES
EMERGENCY SOLUTIONS GRANT-CV**

Subrecipient: Riverside Community Housing Corp

UEI:

Address: 5555 Arlington Avenue, Riverside, CA 92504

Project Title: Riverside Community Housing Corp, TES,HP, RR, OR

Location: 5555 Arlington Avenue, Riverside, CA 92504

Scope of Service: The Riverside Community Housing Corp. will use ESG-CV funding to expand their homelessness prevention, rapid re-housing, temporary emergency shelter, case management, and outreach services throughout Riverside County to persons and families impacted by the COVID19 pandemic. Expenses include staffing, rental and utility assistance, security deposits, placement assistance, supplies, and other related costs.

Performance Measurements Outcome Statement:

Objective

- Creating Suitable Living Environment
- Providing Decent Housing
- Creating Economic Opportunity

Outcome

- Availability/Accessibility
- Affordability
- Sustainability

Project Budget:

	<u>MATCH</u>	<u>ESGP APPROVED</u>
1) Street Outreach		\$ 140,855.63
2) HMIS		\$ 5,000
3) Temporary Emergency Shelter		\$ 241,512.64
4) Rapid Re-Housing		\$ 107,631.73
5) Homelessness Prevention		\$ 215,000
Total		\$ 710,000

Special Conditions:

SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Reimbursement claims must be submitted to reflect total charges for each funding component separately. Total number to serve is **5,887** (Emergency Shelter will serve **4560**, Outreach Services will serve **1,300**; Rapid Re-housing will serve **17**.) and must be entered in HMIS under ESG in a timely manner. Agency data sharing is required. Funding is retroactive as of March 27, 2020.

Breakdown will be as follows:

RAPID RE-HOUSING (RR)	<u>\$107,631.73</u>
Financial Assistance (moving cost, utility, security deposit)	\$ 17,631.73
Rental Assistance (Rent)	\$ 90,000
TEMPORARY EMERGENCY SHELTER (ES)	<u>\$241,512.64</u>
Direct Staff Salaries (Essential Services)	\$ 41,512.64
Annex Utilities (Hotel/Motel housing)	\$200,000.00
OUTREACH SERVICES	<u>\$ 140,855.63</u>
HMIS	<u>\$5,000</u>
HOMELESSNESS PREVENTION (HP)	<u>\$215,000</u>
Financial Assistance (moving cost, utility, security deposit)	\$ 15,000
Rental Assistance (Rent/Rent Arears(6mos max))	\$ 200,000

Security Deposit: All returned Security Deposits are to be sent to County of Riverside, HWS P.O. Box 1528, Riverside, CA 92502 for Rapid Re-Housing and Homelessness Prevention components.

Data Sharing: This Agreement requires multi-directional sharing relationship between multiple organizations. In order to systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

1. Final Reimbursement

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG expenditures under this 2019-2021 Emergency Solutions Grant-CV must be submitted to HWS no later September 30, 2023.

2. Eligibility Conditions for Youth Special Conditions

- **Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42.U.S.C. 11302(a) or (b) to receive services.**
- **Unaccompanied youth aged 24 and under or families headed by youth aged 24 and under who are living in unsafe situations may be served by youth-serving providers**

**FOURTH AMENDMENT TO AGREEMENT
FOR THE USE OF EMERGENCY SOLUTIONS GRANT-CV FUNDS**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR THE USE OF EMERGENCY SOLUTIONS GRANT-CV FUNDS ("Amendment") is made and entered this 31 day of July, 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **RIVERSIDE COMMUNITY HOUSING CORP**, a California non-profit public benefit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Agreement for the Use of Emergency Solutions Grant-CV Funds effective July 7, 2020 ("Agreement"), wherein **\$295,000** in Emergency Solutions Grant (ESG-CV) funds were allocated to SUBRECIPIENT by COUNTY and designated for a specific use of Homelessness Prevention, Rapid Re-Housing, Outreach Services, Temporary Emergency Shelter, and HMIS; and

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain First Amendment to Agreement dated August 12, 2021 ("First Amendment"), wherein the COUNTY increased SUBRECIPIENT's ESG-CV allocation to **\$345,000**;

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Second Amendment to Agreement dated March 16, 2022 ("Second Amendment"), wherein the COUNTY reallocated funding within the project, SUBRECIPIENT's ESG-CV allocation remained **\$345,000**; and

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain Third Amendment to Agreement dated June 19, 2023 ("Third Amendment"), wherein the COUNTY increased SUBRECIPIENT's ESG-CV allocation to **\$710,000**;

1 WHEREAS, the Original Agreement, First Amendment, Second Amendment, and the
2 Third Amendment are collectively referred to herein as the "Agreement", and

3 WHEREAS, SUBRECIPIENT has requested additional funding of \$32,009.91 of ESG-
4 CV funds for Emergency Shelter activities, and the County has approved the request. The
5 amended total allocation of ESG-CV funds to SUBRECIPIENT shall now be \$742,009.91.

6 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
7 covenants and conditions hereinafter set forth, the COUNTY and SUBRECIPIENT hereby
8 agree as follows:

9 1. The Parties agree to extend the term of the Agreement until September 20, 2023.

10
11 2. The total allocation under the Agreement shall now be \$742,009.91.

12
13 3. Exhibit "A" to the Agreement entitled, "Exhibit A- Amended, Amended Scope
14 of Services" is hereby deleted in its entirety and replaced with "Exhibit "A"-FOURTH
15 AMENDED, AMENDED SCOPE OF SERVICE", attached hereto and incorporated herein by
16 this reference.

17 4. ENTIRE UNDERSTANDING. This FOURTH Amendment and the Agreement
18 set forth and contain the entire understanding and agreement of the Parties hereto. There are no
19 oral or written representations, understandings, or ancillary covenants, undertakings or
20 agreements, which are not contained or expressly referred to within this Fourth Amendment and
21 the Agreement.

22 5. AGREEMENT IN FULL FORCE AND EFFECT. Except as otherwise
23 expressly modified herein, all other terms and conditions of the Agreement remain unmodified
24 and in full force and effect.


25 6. EFFECTIVENESS OF AMENDMENT. The "Effective Date" of this FOURTH
26 Amendment is July 31, 2023.

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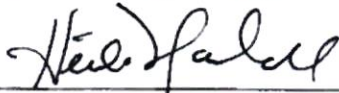
1 IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly
2 executed as of the dates set forth below.

3
4 DATED: 7/31/23


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

10 
11 _____
12 Michael F. Walsh, Deputy Director


RIVERSIDE COMMUNITY
HOUSING CORPORATION,
a California Non-profit Corporation

13 
14 _____
15 Heidi Marshall, Director of Housing
16 and Workforce Solution

17 APPROVED AS TO FORM:
18 MINH C. TRAN
19 COUNTY COUNSEL

20 BY: 
21 _____
22 Paula Salcido
23 Deputy County Counsel

24 ATTORNEY for RCHC

25 BY: 
26 _____
27 for Lisa Sanchez
28 Deputy County Counsel

**EXHIBIT "A"-FOURTH AMENDED
FOURTH AMENDED SCOPE OF SERVICES
EMERGENCY SOLUTIONS GRANT-CV**

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Performance Measurements Outcome Statement:

Objective

- Creating Suitable Living Environment
- Providing Decent Housing
- Creating Economic Opportunity

Outcome

- Availability/Accessibility
- Affordability
- Sustainability

Project Budget:

	<u>MATCH</u>	<u>ESGP APPROVED</u>
1) Street Outreach		\$ 140,855.63
2) HMIS		\$ 5,000
3) Temporary Emergency Shelter		\$ 244,522.55
4) Rapid Re-Housing		\$ 119,631.73
5) Homelessness Prevention		\$ 232,000
Total		\$ 742,009.91

Special Conditions:

SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Reimbursement claims must be submitted to reflect total charges for each funding component separately. Total number to serve is **5,887** (Emergency Shelter will serve **4560**, Outreach Services will serve **1,300**; Rapid Re-housing will serve **17**, and Homelessness Prevention will serve **10**) and must be entered in HMIS under ESG in a timely manner. Agency data sharing is required. Funding is retroactive as of March 27, 2020.

Breakdown will be as follows:

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Financial Assistance (moving cost, utility, security deposit)	\$ 17,631.73
Rental Assistance (Rent)	\$ 102,000
TEMPORARY EMERGENCY SHELTER (ES)	<u>\$244,522.55</u>
Direct Staff Salaries (Essential Services)	\$ 24,522.55
Annex Utilities (Hotel/Motel housing)	\$220,000.00
OUTREACH SERVICES	<u>\$ 140,855.63</u>
HMIS	<u>\$5,000</u>
HOMELESSNESS PREVENTION (HP)	<u>\$232,000</u>
Financial Assistance (moving cost, utility, security deposit)	\$ 15,000
Rental Assistance (Rent/Rent Arears(6mos max))	\$ 217,000

Security Deposit: All returned Security Deposits are to be sent to County of Riverside, HWS P.O. Box 1528, Riverside, CA 92502 for Rapid Re-Housing and Homelessness Prevention components.

Data Sharing: This Agreement requires multi-directional sharing relationship between multiple organizations. In order to systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

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