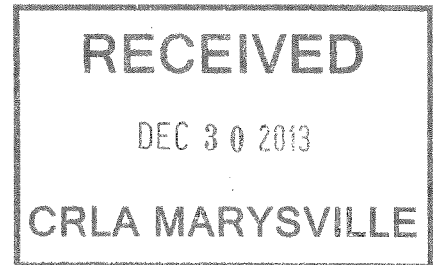




U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
600 Harrison Street, 3rd Floor
San Francisco, California 94107-1300
www.hud.gov
espanol.hud.gov

DEC 23 2013

Ilene Jacobs
Director of Litigation, Advocacy & Training
California Rural Legal Assistance, Inc.
511 D Street
P. O. Box 2600
Marysville, CA 95901



Subject: Request for HUD Enforcement Agreement
Hernandez, et al. vs. County of Riverside
HUD Case Nos.: 09-98-2574-8 (Title VIII)
09-99-11-0007-300 (Title VI)

Dear Ms. Jacobs:

This is in response to your email request of November 27, 2013, for a copy of the fully executed enforcement agreement for the above noted case.

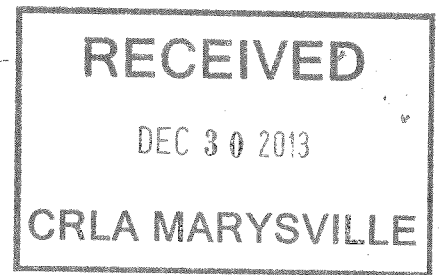
The responsive document is enclosed. If you have any questions feel free to call me at (415) 489-6526.

Sincerely,

A handwritten signature in black ink, appearing to read "Anné Quesada".

Anné Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity

Enclosure



TITLE VI
VOLUNTARY COMPLIANCE AGREEMENT

and

TITLE VIII
ENFORCEMENT AGREEMENT

between

The United States
Department of Housing and Urban Development

and

Maria Hernandez, et al.

and

County of Riverside

CASE NUMBERS:

09-98-2574-8 (Title VIII)
09-99-11-0007-300 (Title VI)

DATE FILED: September 22, 1998

Voluntary Compliance Agreement
Department of Housing and Urban Development

Between September 22, 1998, and June 11, 1999, the Department of Housing and Urban Development ("HUD") received thirty (30) complaints from California Rural Legal Assistance, Inc. ("CRLA"). The CRLA filed the complaints under the Fair Housing Act and Section 109 of the Housing and Community Development Act on behalf of residents of Perez, Mora and Hernandez mobile home parks, located in the Coachella Valley, Riverside, California.

The complainants have alleged that the Respondent, Riverside County, California, has violated Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1964. The County filed a lawsuit against the Hernandez tenants in an attempt to close down the mobile home parks in which they resided. The County served Notices of Violation to tenants in the Mora and Perez mobile home parks. The complainants allege that such discriminatory action by the County was based on national origin (Hispanic), race and color.

Specifically, they allege that Riverside County, based on national origin, race and color:

- conducted selective and discriminatory enforcement of its health and safety code and regulations;
- failed to give complainants reasonable notice and opportunity to be heard before ordering them to vacate their homes;
- failed to assure that persons who were not proficient in the English language could fully participate in and benefit from its services;
- failed to provide assistance in relocating complainants to other areas with affordable housing; and
- used federal funds in its Community Development Block Grant ("CDBG") program to conduct discriminatory enforcement of its health and safety code and regulations.

HUD's investigation disclosed the following facts in support of the alleged discriminatory conduct:

- A) Riverside County is a recipient of federal funding as defined by the implementing regulations of Title VI.
- B) Riverside County has used CDBG funding to conduct County-wide code enforcement. The loan/grant program for agricultural housing facilities and mobile home parks (attached as Exhibit "1"), did not become available until May, 1999, after the County had begun and enforcement action or filed lawsuits against Mora, Perez and Hernandez. However, the County had previously made available housing for low-income and migrant farm workers and had actually begun working on the loan program with CRLA.
- C) Seventy-six mobile home parks in Riverside County have Hispanic owners. Between November 5, 1998, and February 3, 1999, Riverside County initiated suits against 16 Hispanic-owned mobile home parks due to alleged violations of its health and safety

codes and regulations.

D) HUD has concluded that Riverside County applied its code enforcement policies and procedures more stringently in Hispanic-owned mobile home parks.

1) Riverside County conducted inspections in the following Hispanic-owned mobile home parks:

- a) In Perez mobile home park, on October 28, 1997, it found 2.6 serious violations per unit.
- b) In Hernandez mobile home park, on May 27, 1998, it found .57 serious violations per unit.
- c) In Mora mobile home park, on August 27, 1998, it found 1.38 serious violations per unit.

2) Riverside County conducted inspections in the following non-Hispanic owned mobile home parks:

- a) In the first park, in June, 1998, it found 1.3 serious violations per unit.
- b) In the second park, in June, 1999, it found 1.6 serious violations per unit.
- c) In the third park, in August, 1999, it found 3.0 serious violations per unit.
- d) In the fourth park, in August, 1999, it found 3.3 serious violations per unit.

3) The County had a moratorium in place on these enforcement actions in 1999 that prevented the County from prosecuting enforcement actions.

4) In the Hernandez mobile home park, Riverside County filed suit against individual tenants, including the complainants herein. HUD has concluded that Riverside County did not file an injunction against similarly situated non-Hispanic owners or their residents.

a) On August 25, 1998, a County Enforcement Officer posted a Notice of Violation addressed to "all occupants" on the door of each occupied mobile home in the Mora park. The notice required that occupants vacate their homes and disconnect all utilities by September 25, 1998.

b) On September 1, 1998, a County Enforcement Officer posted a Notice of Violation addressed to "all occupants" on the door of each occupied mobile home in the Perez park. The notice required that occupants vacate their homes and disconnect all utilities by October 1, 1998. This Notice was not used in any other Hispanic-owned park.

- c) HUD has concluded that Riverside County did not issue any notices to vacate to any residents of non-Hispanic owned mobile home parks or to any other Hispanic-owned park. County Counsel notified CRLA within 30 days that these notices were erroneous and did not require the tenants to vacate the parks.
- E) HUD has concluded Riverside County would not allow permits for Hispanic owners that submitted applications and fees, while issuing permits to non-Hispanic owners that demonstrated recalcitrance.
- 1) The County contends that a County Counsel directive to Environmental Health that they not issue employee housing permits if there were existing Building & Safety code violations may have prevented Mora and Hernandez from receiving their permits. County Counsel implemented this directive because the park owners' attorney was arguing the issuance of the employee housing permit constituted a waiver of the Building & Safety code violations.
 - 2) Mora submitted a permit application and a check for \$575 to the Department of Environmental Health on November 24, 1997. Riverside County refused to issue the permit. On August 28, 1998, Riverside County sent Mora a letter stating that it had "... not received any evidence that you [Mora] have obtained the required ...permits and approvals ..."
 - 3) Hernandez applied for operating permits on March 13, 1997, December 8, 1997, February 23, 1998, and April 12, 1999. Although Hernandez paid all necessary fees, Riverside County denied all 4 applications. On August 28, 1998, Riverside County sent Hernandez a notice, stating that "... you are listed as owning and operating an active employee housing facility WITHOUT a current Permit to Operate ..."
 - 4) One non-Hispanic owner of a mobile home park refused to apply and pay for a permit to operate its employee housing facility, even after repeated requests by Riverside County. The owner even failed to appear for a hearing regarding such refusal. Nonetheless, a County official typed out an application form for a permit and faxed it to the owner. Still, the owner refused to pay the operating permit fee. Riverside County has not sued that owner or any of his tenants. In addition, neither the owner nor his tenants have received any notices to vacate.
 - 5) On September 18, 1995, Riverside County Superior Court issued an arrest warrant for failure to appear to a non-Hispanic owner who failed to pay past due re-inspection fees and correct deficiencies of his mobile home park. Riverside County has not sued that owner or any of his tenants. In addition, neither the owner nor his tenants have received any notices to vacate. None of the cases filed by the County have been based on failure to pay inspection fees.

- 6) Riverside County repeatedly cited a non-Hispanic owner for having an employee housing facility without proper permits. The number of serious violations per unit increased by 500% between November, 1997, and August, 1999. Yet, Riverside County issued a permit to operate this employee housing facility in 1998.
- F) The employee housing mobile home parks constitute the majority of the affordable, available housing in Riverside County for farm workers, low wage workers and others of Mexican descent. After issuing notices to vacate in the Mora and Perez parks, Riverside County did not offer complainants any assistance in relocating to other affordable housing units in the area. However, County Counsel did notify CRLA within 30 days that the notices to vacate were erroneous and that the tenants did not need to vacate the parks and proceeded to create a taskforce to address housing problems.
- G) In December 1998, Riverside County began to accommodate the needs of tenants with limited English proficiency.
- 1) The loan/grant program for agricultural housing facilities and mobile home parks program literature was not available in English or Spanish for employee mobile home parks before May, 1999. In May, 1999, Riverside County drafted explanations in English and Spanish of loan and grant programs for mobile home park tenants and owners. This information includes guidelines, eligibility criteria, background information, and an application package. Applications may be submitted in English or Spanish. Literature was available in English and Spanish from the inception of the program.
 - 2) "Needs assessment forms" have been available in Spanish for at least six years. However, these forms are only used to survey the public so that needs can be identified to justify CDBG fund requests.
 - 3) Although there were no legal requirements to do so, the County implemented bi-lingual notices of violation which were provided to CRLA in or about December 1998.

HUD concludes that these facts would establish a violation of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1964 and Section 109.

Shortly after the subject complaints were filed, Riverside County declared its opposition to doing anything in a discriminatory manner and voluntarily imposed a moratorium of its code enforcement crackdown against alleged unpermitted and substandard employee housing facilities and mobile home parks. The County took an extraordinary leadership role to form a collaborative of community organizations and leaders to work in partnership on the issues raised in the complaints and on its bona fide enforcement, housing and service needs for farm workers.

The complainants and their representatives, the respondent and HUD agree that no charge will be issued and that the following remedial actions will not only address the discriminatory actions alleged above, but will also address many of the needs identified by the County's Review Committee:

ENFORCEMENT AGREEMENT

WHEREAS, between September 22, 1998 and June 11, 1999, thirty (30) tenants of the Mora Perez and Hernandez mobile home parks filed a complaints with the Department of Housing and Urban Development (hereinafter "HUD" or "Department"), under the Fair Housing Act and under Title VI of the Civil Rights Act of 1964 (hereinafter "Complainants"), against Riverside County (hereinafter, "Respondent" and/or "County"). The thirty (30) tenants that filed complaints with HUD, constitute twenty-four (24) families (the "Complainant Families"). A list of these thirty (30) tenants and HUD case numbers, including the twenty-four (24) complainant families, is attached as Exhibit "14" to this Agreement. The Complainants alleged that the Respondent discriminated against them and others on the basis of national origin, Hispanic, by ordering them and other residents to vacate their mobile homes, in violation of Section 804(a) and 804(b) of the Fair Housing Act, and Section 601 of Title VI of the Civil Rights Act of 1964;

WHEREAS, the Respondent receives Federal funding for certain programs and activities that subject it to the jurisdiction of Title VI and to the Federal Fair Housing Act;

WHEREAS, said Respondent was served and has had an opportunity to respond to these complaints;

WHEREAS, HUD has conducted an investigation of the subject complaints;

WHEREAS, the Respondent disputes the allegations and HUD's factual findings and conclusions contained in the Voluntary Compliance Agreement. The parties agree that the signing of this Agreement shall not be deemed an admission of the allegations, HUD's factual findings or conclusions contained in the Voluntary Compliance Agreement, or that Respondent's actions constitute a violation of the Fair Housing Act or Title VI of the Civil Rights Act of 1964;

WHEREAS, Respondent agrees that on or about August and September of 1998, the Riverside County Department of Building & Safety issued Notices of Violation in the Mora and Perez mobile home parks which were served on the owners and occupants of the mobile home parks. These Notices of Violation erroneously contained an order to vacate the mobile homes and disconnect them from utilities as the only option for compliance. The County subsequently notified CRLA that the order to vacate was erroneous and that the County was not summarily closing the unpermitted mobile home parks and employee housing facilities. The issuance of these notices, however, had already created anxiety and confusion within the community that the County was summarily evicting tenants from unpermitted or substandard mobile home parks and employee housing facilities;

NOW THEREFORE, all Parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the aforementioned complaint. The Parties agree that it is in their best interests to avoid further administrative proceedings, costly legal proceedings, and the possibility of Complainants filing class action litigation. Accordingly, the Parties enter into this Enforcement Agreement and

Voluntary Compliance Agreement in order to resolve their dispute under the following terms and conditions:

I.

GENERAL PROVISIONS

1. The Parties acknowledge that this Enforcement and Voluntary Compliance Agreement ("Agreement") is a voluntary and full settlement of the complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. The parties agree that the negotiation of this Agreement shall constitute a conciliation pursuant to the Fair Housing Act and its implementing regulations at 24 CFR Part 14, and Title VI of the Civil Rights Act of 1964 and its implementing regulations at 24 CFR Part 1.
3. The terms set forth herein are contractual and not merely a recital. The parties, hereto, state that they have read and fully understand the significance of the terms set forth herein.
4. This Agreement will become effective as of the date signed by the Director, Fair Housing and Equal Opportunity (FHEO) of the Pacific/Hawaii Area. The Director, acting on behalf of the Secretary, retains authority to approve or disapprove this Agreement.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any subsequent complaints involving Respondent made pursuant to the Fair Housing Act or Title VI of the Civil Rights Act of 1964, or any other complaint within the Department's jurisdiction.
6. It is understood that, according to Section 810(b)(4) of the Act, this Agreement shall become a public document.
7. The Respondent acknowledges that the Fair Housing Act makes it unlawful to make unavailable or deny a dwelling to any person because of race or national origin of that person, and to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling because of the race or national origin of that person, a person residing in or intending to reside in that dwelling after it is sold, rented or made available, or any person associated with that person.
8. The Respondent agrees not to retaliate against or interfere with the Complainant, its employees or agents, or any other person on account of their exercise of any right under the Fair Housing Act or Title VI of the Civil Rights Act of 1964, or on account of their having aided or encouraged any other person in the exercise or enjoyment of their rights under either law in connection with the subject complaint.
9. The Respondent agrees and understands that pursuant to a situation which reasonably so warrants, the Secretary may review compliance with this Enforcement Agreement.

10. For the purpose of this Agreement, the Department shall determine whether the Respondent has complied with the terms of this Enforcement Agreement and Voluntary Compliance Agreement. Whenever the Secretary has reasonable cause to believe that the Respondent has breached the Agreement, the Secretary shall refer the matter to the U.S. Attorney General for enforcement of the provisions of the Agreement pursuant to Section 810(c) and 814(b)(2)(A) of the Act.
11. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Director, FHEO. Any amendment, modification or waiver of the provisions contained in Section III of the Agreement additionally must be approved by the signatories on behalf of the Complainant to this Agreement, or their successors or assigns. Any such amendment, modification, waiver or consent shall be effective solely only in the specific instance and for the specific purpose for which given.
12. The Complainants, by agreeing to the terms of this Agreement, acknowledge that they have had the opportunity to consult, and in fact did consult with an attorney in connection with their decision whether to execute this Agreement, and they have read and signed the Agreement without duress, coercion or undue influence, and with a full understanding of the terms.

II.

MUTUAL RELEASE

13. In consideration of the execution of this Agreement, and other good and valuable consideration, Complainants hereby forever waive, release, and covenant not to sue Respondent and its successors, agents, employees and attorneys with regard to any and all claims, damages and injuries arising out of the subject matter of the HUD Title VIII or Title VI Cases, referenced in Exhibit "14", or which could have been filed in any action or suit arising from said subject matter.
14. In consideration of the execution of this Agreement, and other good and valuable consideration, Respondent hereby forever waives, releases, and covenant not to sue Complainants and their heirs, executors, assigns, agents, and attorneys with regard to any and all claims, damages and injuries arising out of the subject matter of the HUD Title VIII or Title VI Cases referenced in Exhibit "14", or which could have been filed in any action or suit arising from said subject matter. Respondent shall not prosecute new or continuing code enforcement or abatement actions based on the inspections which are the subject of the HUD Title VIII or Title VI Cases referenced in Exhibit "14". This shall not prevent Respondent from prosecuting new or continuing code enforcement or abatement actions based on new inspections, even though the violations or conditions on the property may be the same as that which existed during the prior inspections.

III.

RELIEF FOR COMPLAINANTS

15. Respondent has rescinded all notices of violation that were based on the enforcement practices in question and issued to Complainants. The County agrees to serve by mail a notice of rescission on the Complainants at the address listed in their HUD Complaint. The County also agrees to post notices at the mobile home parks subject to this action. A copy of this notice is attached as Exhibit "12".
16. The parties acknowledge that the Respondent has filed requests for dismissal of the lawsuits against the Complainants which were based on the enforcement practices in question. Respondent agrees that the dismissals are with prejudice as to any future code enforcement notice of violation, administrative and/or judicial proceedings based on any evidence arising under the facts of the dismissed lawsuits.
17. Respondent shall provide to Complainant Families an amount not exceeding \$3,000.00 for relocation, repairs or to defray school fees and an amount not exceeding \$20,000.00 for a new mobile home or for down payment on first time homebuyer assistance through the County's loan/grant program (see Exhibit "1"). Complainants will be offered homebuyer assistance training. The proceeds from these County programs may also be used for set up and delivery fees for a new mobilehome. Respondent shall also provide each Complainant Family a grant not exceeding \$5,000.00 for upgrading mobile home units including essential furnishings, carports, patios and other exterior improvements. "Essential furnishings" shall not include electronic entertainment appliances. Respondent shall also give Complainants preference towards relocating to a legally permitted park or facility (including the County housing projects described below) and will assist Complainants in identifying such a park or facility. Respondent acknowledges that Complainant Families meet the income and other eligibility requirements and will qualify if they apply for and may utilize both the \$20,000.00 loan/grant program and \$3,000.00 relocation costs program.
18. Within thirty (30) days of the effective date of this Agreement, Respondent agrees to pay Complainants Maria Hernandez, Claudia Duarte, Maria Sanchez, and Alejandrina Real the total and shared sum of \$12,500.00 for the forced sale of their mobile homes. Respondent agrees to pay Maria Hernandez an additional \$2,080.00 for housing cost differential. Respondent agrees to fund, through Redevelopment Agency funds, the reduction of principle by \$20,000.00 of both Complainants Maria Sanchez and Alejandrina Real's existing housing loans in lieu of the \$20,000.00 available through the County's homebuyer assistance loan/grant program (Exhibit "1").
19. Respondent shall provide a written apology, signed by Supervisor Wilson, for the enforcement practices in question from the County of Board of Supervisors to the Complainant Families, within 30 days of the effective date of this Agreement. The County will mail to Complainant Families at the address listed in their HUD Complaints, a copy of

the letter, attached as Exhibit "13", confirming that the County does not condone discriminatory practices.

20. Riverside County shall provide relocation assistance to any family or individual displaced from a mobilehome park or employee housing as a result of any code enforcement related activity as follows: (1) Relocation assistance shall be provided in accordance with the relocation assistance provisions of any federal program from which any of the federal funds are used in the code enforcement activity, if the program has such provisions, or in accordance with the federal Uniform Relocation Act if any federal funds are used but the funds are from a federal program which does not have specific relocation provisions; (2) Relocation assistance shall be provided in accordance with the California Community Redevelopment laws if any redevelopment agency funds are used in the code enforcement related activity; (3) Relocation assistance not exceeding the amount of \$3,000.00 from the County's Relocation Assistance/Repairs Program (see Exhibit "1") shall be provided if any State or local funds are used in the code enforcement activity; and the Respondent agrees that in any code enforcement litigation it will seek on behalf of the tenants or occupants relocation assistance pursuant to Health & Safety Code section 17980.7 or Health & Safety Code section 17062.

IV.

ACTIONS IN THE PUBLIC INTEREST

21. Respondent shall adopt written policies and procedures within 120 days from the effective date of this Agreement, with objective criteria for carrying out health and safety and code enforcement activities relating to its illegal mobile home park and employee housing enforcement in the Coachella Valley. The criteria must be consistent with federal, state and local law, including but not limited to stating a preference for repair rather than demolition, etc. and providing for bilingual notices (see Exhibit "8") and appropriate language accommodations for any non-court hearings required by law.
22. Respondent has passed a formal resolution adopting all park owner and tenant grant and loan programs that have been established: Mobile Home Tenant Assistance Loan Program, Agricultural Housing Assistance Loan Fund, Mobile Home Park Assistance Loan Fund, and the Agricultural Housing Facility Permit Assistance Grant Program. (See Resolution No. RDA 99-34, Exhibit "1.")
23. Within 180 days of the effective date of this Agreement, the Respondent shall establish a complaint program where aggrieved individuals can file complaints against County actions in connection with its unpermitted mobile home park/employee housing enforcement program. Receipt and review of complaints shall be a function of the Review Committee which will be formally acknowledged by Board resolution.
24. Respondent shall employ sufficient bilingual, housing and code enforcement officers and staff, so as to meet the needs of the Hispanic community. Should the County resume responsibility for the annual inspection and regulation of employee housing from DHCD,

Respondent agrees to employ sufficient bi-lingual health and safety staff to meet the needs of the Hispanic community.

25. Within 180 days of the effective date of this Agreement, all code enforcement officers and staff, housing, and all supervisorial and appointed county staff involved in housing, and Department of Building and Safety code enforcement activities shall complete a training course on a predetermined schedule. The training courses shall include the following elements: diversity training, housing discrimination and other forms of racial, national origin and other prohibited discrimination. The Respondent shall provide a report acknowledging the names of the staff who completed the training, date and place of training. Should the County resume responsibility for the annual inspection and regulation of employee housing from DHCD, Respondent agrees to include Environmental Health Department staff involved in regulating employee housing in the training program. County staff required to complete training shall complete a new course every 5 years.
26. Respondent has funded the amount of \$50,000 and otherwise committed to formally publishing the results of, a 5-year fair housing testing and audit program, county-wide, to be undertaken by a qualified fair housing agency. (See Exhibit "4".)
27. Respondent shall provide additional funding in the annual amount of \$10,000 and adopt within 180 days of the effective date of this Agreement, and an annual acceptable fair housing community education and outreach plan to include, but not be limited to farmworkers, other low income individuals, tenants, home owners, landlords, realtors, county staff and officials.
28. Respondent shall assure that its Housing Element, Consolidated Plan and Analysis of Impediments, and all amendment, revision and/or updates on an annual schedule, and revisions to at end of each 5 year period, are consistent with applicable law, regulation and policy, adequately addressing its affirmatively furthering fair housing obligations, fair housing needs analysis, housing needs analysis, fair housing and housing programs and implementation plans, with public participation through community based hearings and meetings, translators provided for all public hearings and meetings. Respondent shall provide notice to CRLA and to the Department (HUD) of community meetings seeking comment on the Consolidated Plan and the Annual Update to the Consolidated Plan, as well as the Housing Element. Respondent will also invite CRLA and HUD to a "one-on-one meeting to discuss needs and projects.
29. Respondent shall comply with any applicable relocation assistance law. An Anti-displacement and Relocation Assistance Plan (Exhibit "9") was adopted by the County on January 4, 2000 (Agenda item 3.15). A project specific plan will be adopted to call out the actions the County wants to take regarding Agricultural Worker displacement.
30. Respondent has retracted the delegation of DHCD authority. A copy of the Resolution Canceling Responsibility for Inspection of Employee Housing, is attached as Exhibit "7."

31. Respondent agrees to grant the Review Committee formal Fourth District Advisory Council Status within 120 days of the effective date of this Agreement. Respondent agrees to draft a Resolution, in consultation with CRLA, that identifies the make-up of the Review Committee members and agrees that the Review Committee will include a representative from the Riverside County Fourth District Supervisor's Office.
32. Respondent further agrees to submit the policy and procedures referred to in Paragraph No. 21 to the Review Committee for their review within 120 days from the effective date of this Agreement.
33. Respondent agrees to apply for all known available farmworker and low income housing funding through HUD, USDA, DHCD, RCAC and other funding resources. CRLA is invited to submit list(s) of available farmworker and low income housing funding resources to Respondent. Respondent will investigate funding sources on a regular basis.¹
34. The County will establish a Farmworker Service Center in Mecca. Several sites are under consideration with priority given to sites in the "downtown" Mecca vicinity. The County will provide, or cause to be provided approximately \$1,500,000 for the construction of the approximately 8,000 square foot facility. The County commits to purchasing the land and breaking ground by October 2, 2000. The County will provide or cause to be provided direct services, referrals for housing services, health awareness, medical, social, employment, training, adult educational, and other services as deemed appropriate. In addition, restroom, shower, laundry and adequate parking facilities will be provided in a separate, permanent site in close proximity to the service center. The County may use modular units for the restroom, shower and laundry facilities. There will be separate shower facilities for families and single adults.
35. Respondent shall, support the establishment of an independent non-profit housing corporation that specializes in applying for funding and creating housing programs and building decent, affordable housing, including mobilehome park housing, and repairing housing units, for the benefit of individual farmworkers and farmworker families (migrant and seasonal) and other low income individuals and families. The Respondent shall provide HOME funds and technical assistance within 365 days of the effective date of this Agreement for a non-profit housing corporation in the amount of Fifty Thousand Dollars (\$50,000).
36. Respondent shall, within 180 days of the effective date of this Agreement, establish and implement a County funded grant program for accepting and properly disposing of any substandard mobilehome owned by a farmworker or other low income individual that is cited by a code enforcement order, in a mobilehome park subject to a closure order, or that is owned by a farmworker or low income individual applying for a new unit according to the terms of an enforcement agreement entered into by the parties, or through one of the grant/loan programs established by the County, without cost to the owner.

¹ USDA, United States Department of Agriculture
DHCD, Department of Housing and Community Development
RCAC, Rural Community Assistance Corporation

37. Respondent has created and/or funded no fewer than two (2) subsidized model mobilehome/manufactured housing parks for farmworkers and farmworker families, and low income individuals and families, in the areas of Mecca and Coachella, which will be operated by one or more local non-profit corporations. The County commits \$50,000.00 for technical assistance to establish a not-for-profit housing corporation. The County is committed to providing funding for low-income housing projects and programs in the Coachella, Thermal, Mecca and Oasis areas. The County will enter into an MOU with the City of Coachella to create and fund a new housing project located within the City of Coachella. The County has allocated \$1,800,000.00 for this project. [See proposed MOU, Exhibit "5"]. The County will also support and provide technical assistance and funding for off-site infrastructure improvements for the Torres-Martinez Indian Reservation Mobile Home Park pursuant to the Tribe's application under the HUD 2000 Super-NOFA. The County has allocated \$750,000.00 for this project. [See Exhibit "11."] The County has committed \$1,500,000.00 for the Villas Oscar Romero project. [See Exhibit "10."] Respondent agrees to modify existing eligibility criteria for twenty (20) potential homeowners who have been displaced from unincorporated County mobile home parks. The displaced person's income shall not exceed HUD's Section 8 Income Guidelines for very-low-income persons.
38. Should the County resume responsibility for inspections and regulation of employee housing from DHCD, funds received from the existing County loan/grant programs can be used to pay employee housing permit fees, which includes the initial annual inspection fee.
39. The County will agree to provide funding for low-income housing projects and programs in Coachella, Thermal, Mecca and Oasis areas. Said funding will be for the next ten (10) years and shall be the greater of: 1). The sum of 20% of the County's HOME allocation plus 50% of the net housing set-aside for the Desert Communities Project Area; or, 2). The amount of \$10,000,000.00.
40. Respondent shall provide seed funds in the amount of \$24,000.00 for establishing and/or maintaining a community outreach program for the Farmworker Community Service Center in Mecca.
41. Respondent agrees that funds from the existing loan/grant programs can be used to pay for the set up and delivery of a mobile home (see Exhibit "1").

VI.

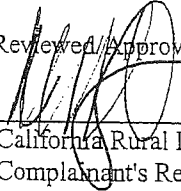
REPORTS/COMPLIANCE

42. Based upon the provisions of Sections I through V above, Respondent agrees to submit the following information to the Department. The described information shall be sent to the U.S. Department of Housing and Urban Development, Attn: Charles E. Hauptman, Director, Office of Fair Housing & Equal Opportunity, 450 Golden Gate Avenue, P.O. Box 36003, San Francisco, Ca. 94102.

- a. Respondent shall file a report with the Secretary containing all the required notices, policies, procedures and payments to Complainant required under Section III of this Agreement, and not attached as Exhibits to this Agreement, within 120 days of the effective date of this Agreement.
 - b. Respondent shall provide a report to the Secretary with copies of all required public notices, adopted policies and procedures, resolutions, funded programs, etc described in Section IV of this Agreement, and not attached as Exhibits to this Agreement, no later than December 31, 2000.
 - c. Respondent shall provide a report regarding completion of training under paragraph 25 of Section IV, no later than December 31, 2000.
 - d. One (1) calendar year after the effective date of the Agreement, Respondent shall file a report with the Secretary containing an account of all steps taken by the Respondent, its employees/staff, Board of Supervisors, etc. to comply with the provisions under this Agreement
43. Should Respondent resume inspections and regulation of employee housing from DHCD, Respondent agrees to submit a copy of the annual inspection reports for each employee housing facility within one year of the date Respondent resumes these inspection and regulation activities.
 44. The Secretary shall have the right to monitor compliance with this Agreement for a period of five (5) years commencing on the effective date of this Agreement. The Secretary shall have the right to require the Respondent, its employees, staff and officials to produce any further information that may become necessary in order for the Secretary to be able to monitor compliance.
 45. This Agreement may be signed in counterparts. A signature on a counterpart shall be deemed a signature on the original Agreement, and shall be binding and have the same force and effect.

VII.

SIGNATURE PAGES

Reviewed/Approved by:  Ilene J. Jacobs 5/4/00
California Rural Legal Assistance, Inc. (CRLA) Date
Complainant's Representative

The Public Interest Law Project Date
Complainant's Representative

Salvador Arroyo, (Complainant) Date

Catalina Lopez, (Complainant) Date

Alejandrina Real, (Complainant) Date

Maria Sanchez, (Complainant) Date

Hortencia Gopar, (Complainant) Date

Alejandro Lopez, (Complainant) Date

Jose Saldivar, (Complainant) Date

Maria G. Pinedo, (Complainant) Date

Rita Contreras Benitez, (Complainant) Date

Santos Duarte, (Complainant) Date

VII.

SIGNATURE PAGES

Reviewed/Approved by:

California Rural Legal Assistance, Inc. (CRLA) _____ Date
Complainant's Representative

Michael Rawson _____ 5/4/00
The Public Interest Law Project by MICHAEL RAWSON _____ Date
Complainant's Representative

Salvador Arroyo, (Complainant) _____ Date

Catalina Lopez, (Complainant) _____ Date

Alejandrina Real, (Complainant) _____ Date

Maria Sanchez, (Complainant) _____ Date

Hortencia Gopar, (Complainant) _____ Date

Alejandro Lopez, (Complainant) _____ Date

Jose Saldivar, (Complainant) _____ Date

Maria G. Pinedo, (Complainant) _____ Date

Rita Contreras Benitez, (Complainant) _____ Date

Santos Duarte, (Complainant) _____ Date

VII.

SIGNATURE PAGES

Reviewed/Approved by:

| | |
|--|----------------|
| California Rural Legal Assistance, Inc. (CRLA) Complainant's Representative | Date |
| The Public Interest Law Project Complainant's Representative | Date |
| <u>Salvador Arroyo</u> Salvador Arroyo, (Complainant) | 5-4-00 Date |
| <u>Catalina Lopez A</u> Catalina Lopez, (Complainant) | 5-4-00 Date |
| <u>Alejandrina T. Real</u> Alejandrina Real, (Complainant) | 5-4-00 Date |
| <u>Maria E Sanchez</u> Maria Sanchez, (Complainant) | 5-4-00 Date |
| <u>Hortencia S Gopar</u> Hortencia Gopar, (Complainant) | 5-4-00 Date |
| <u>Alejandro Lopez A</u> Alejandro Lopez, (Complainant) | 5-4-00 Date |
| <u>Jose Saldivar</u> Jose Saldivar, (Complainant) | 5-4-00 Date |
| <u>Maria G. Pinedo</u> Maria G. Pinedo, (Complainant) | 5-4-00 Date |
| <u>Rita Contreras Benitez</u> Rita Contreras Benitez, (Complainant) | 5-4-06 Date |
| <u>Santos Duarte</u> Santos Duarte, (Complainant) | 5/4/00 Date |

| | |
|---|-------------------------|
| <u>Claudia V. Duarte</u> Claudia Duarte, (Complainant) | <u>5-4-00</u> Date |
| <u>maria Hernandez</u> Maria Hernandez, (Complainant) | <u>5-4-00</u> Date |
| <u>Adela Gil</u> Adela Gil, (Complainant) | <u>5-4-00</u> Date |
| <u>Sotero Bautista</u> Sotero Bautista, (Complainant) | <u>5-4-00</u> Date |
| <u>Gloria Mancilla</u> Gloria Mancilla, (Complainant) | <u>5-4-00</u> Date |
| <u>Manuel Zepeda</u> Manuel Zepeda, (Complainant) | <u>5-4-00</u> Date |
| <u>Rogelio Vargas</u> Rogelio Vargas Rivas, (Complainant) | <u>5-4-00</u> Date |
| <u>Rosario Vargas</u> Rosario Vargas, (Complainant) | <u>5-4-00</u> Date |
| <u>Arnulfo Aguilera</u> Arnulfo Aguilera Magana, (Complainant) | <u>5-4-00</u> Date |
| <u>Arnulfo Aguilera Esther Robledo</u> Esther Robledo Camacho, (Complainant) | <u>5-4-2000</u> Date |
| <u>Macario Bravo B.</u> Macario Bravo, (Complainant) | <u>5-4-2000</u> Date |
| <u>Eufrocina Barragan</u> Eufrocina Barragan, (Complainant) | <u>5-4-2000</u> Date |
| <u>Roque Cabrera</u> Roque Cabrera, (Complainant) | <u>5-4-00</u> Date |
| <u>Jose Corona</u> Jose Corona, (Complainant) | <u>5-4-00</u> Date |

Rene Castilla, (Complainant) Date

Ana Maria Beltran, (Complainant) Date

Maria Corona, (Complainant) Date

Jose Luis Bermejo, (Complainant) Date

Vicente Aceves, (Complainant) Date

Maria Del Refugio Aceves, (Complainant) Date

Reviewed/Approved by:

Pamela Anderson-Walls for William C. Katzenstein 5/1/00
County Counsel

[Signature]
County of Riverside, (Respondent)

ATTEST: Date

GERALD A. MALONEY, Clerk

By [Signature] 5-2-00 Date
DEPUTY

RECOMMEND APPROVAL OF THIS AGREEMENT:

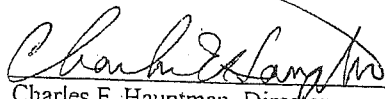
Emily S. Cristobal, Equal Opportunity Specialist (Conciliator) Date

Jerry Cullinen, Equal Opportunity Specialist (Investigator) Date

Ralph L. Douglass, Chief, Enforcement Branch Date

David T. Quesada, Director, Los Angeles Program Center Date

APPROVED ON BEHALF OF THE SECRETARY:



Charles E. Hauptman, Director
Office of Fair Housing and Equal Opportunity (FHEO)

MAY 17 2000

Date

EXHIBIT 1

SUBMITTAL TO THE BOARD OF DIRECTORS
OF THE REDEVELOPMENT AGENCY OF THE
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: REDEVELOPMENT AGENCY DATE: March 14, 2000

SUBJECT: AMENDMENT TO AGENCY BY-LAWS

RECOMMENDED MOTION: That the Board:

1. Adopt Resolution No. RDA 99-33 amending the Agency's By-Laws as shown in Attachment "B" hereto; and
2. Adopt Resolution No. RDA 99-34 authorizing the Executive Director of the Redevelopment Agency to execute loan and grant documents as shown in Attachment "C" hereto.

BACKGROUND:

In early 1999, the Board asked Redevelopment Agency staff to develop a complement of programs to address substandard housing conditions affecting farmworkers in the Coachella Valley, and committed \$5,000,000 in Redevelopment funds towards this effort. Agency staff, in consultation with farmworkers, housing advocates, property owners and other County staff, developed five programs to address these issues. The programs include two loan programs and one grant program for owners of Agricultural Housing Facilities and Mobile Home Parks in the region, and two tenant assistance programs. Detailed program descriptions are included in Attachment "A". (Continued on Next Page)

Bradley J. Hudson, Executive Director

BJH:DML:dml
(F:\USERS\RDACOM\HOUSING\polanco program form 11.wpd)

FINANCIAL DATA:

CURRENT YEAR COST

\$0

ANNUAL COST

\$0

NET COUNTY COST

\$0

IN CURRENT YEAR BUDGET: YES/XX NO/

Department Recommendation: Consent Policy

Per Executive Office: Consent Policy

BUDGET ADJUSTMENT: YES/ NO/XX FOR FY:

SOURCE OF FUNDS: N/A

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

C.E.O. RECOMMENDATION:

County Executive Officer Signature

The programs were launched on July 1, 1999 and written notification of the program availability was mailed to all mobile home park and agricultural housing facility property owners in the region. In conjunction with the launching of the programs, a ninety day moratorium was enacted to allow property owners to stay pending code enforcement actions while they applied for assistance under the new programs. Program staffing includes a bi-lingual Ombudsman based in EDA's Indio Office as the lead person assisted by three Development Specialists including a bi-lingual loan officer and two staff members with extensive experience in the County's planning and permitting process. Staff have provided outreach and technical assistance to facilitate the process and as of December 1, 1999, 72 applications have been received with requests totaling \$3,886,440. The applications are reviewed by Staff and then are presented to a Loan Committee consisting of EDA Management. As of December 1, 1999, eight loans totaling \$894,690 have been approved by the Loan Committee.

Due to the high level of demand, it is anticipated that the Board's commitment of \$5,000,000 in funding will be insufficient. Agency staff are currently reviewing funding alternatives and will return to the Board as appropriate when additional funds are needed.

In order to effectively administer these programs, it is necessary to amend the Agency By-Laws to increase the financial authority of the Executive Director to \$75,000, thus accommodating approval of the Agricultural Housing Loans, extend this authority to the Agency Deputy Director, and designate which documents can be executed by the Executive Director and/or Deputy Executive Director.

Attachment B includes Resolution RDA 99-33 amending the Redevelopment Agency By-Laws as follows: (1) updating Section 105 to denote the principal business office of the Executive Director and staff as the Economic Development Agency's current address of 3525 14th Street; (2) amending Section 401 to extend the Executive Director's Authority to Bind Agency to also apply to the Deputy Executive Director, and (3) increasing the amount specified in Section 401 from \$25,000 to \$75,000.

Attachment C includes Resolution RDA 99-34 authorizing the Executive Director of the Redevelopment Agency to execute loan and grant documents for programs that have previously been approved by the Board of Directors. Approval of this item will streamline the funding and recordation process for these programs.

Staff recommends approval of the attached Resolutions RDA 99-33 and RDA 99-34.

MOBILE HOME PARK ASSISTANCE LOAN FUND

The Mobile Home Park Assistance Loan Fund offers a loan to Mobile Home Parks which are in danger of closure due to a lack of Park compliance with federal and state law and regulations and local ordinances.

PURPOSE

The County of Riverside's primary objective is to provide financing for existing Mobile Home Park rehabilitation and improvement projects that will serve low income farm workers of the Coachella Valley in the County of Riverside.

LOAN TERMS

- + Maximum loan limit of \$6,250 per mobile home rental space;
- + Maximum term of 30 years;
- + 3% fixed rate of interest;
- + Secured by a Deed of Trust;
- + Covenant Agreement to include complete compliance with federal and state law and regulations and local ordinances and restriction of rent to affordable rates for low income households.

ELIGIBILITY

- + Existing unpermitted Mobile Home Parks (parks with less than five rental parking spaces or more than twelve parking spaces) located in the unincorporated area of Riverside County.

**Low Income Limits
Adjusted For Family Size
February 1999**

| Family Size | Income \$ | Family Size | Income \$ |
|-------------|-----------|-------------|-----------|
| 1 | 26,450 | 5 | 40,800 |
| 2 | 30,200 | 6 | 43,800 |
| 3 | 34,000 | 7 | 46,800 |
| 4 | 37,750 | 8 | 49,850 |

AGRICULTURAL HOUSING ASSISTANCE LOAN FUND

The Agricultural Housing Assistance Loan Fund offers a loan to qualified Agricultural Housing Facilities which are in danger of closure due to a lack of Facility compliance with federal and state law and regulations and local ordinances.

PURPOSE

The County of Riverside's primary objective is to provide financing for existing agricultural housing rehabilitation and improvement projects that will serve low income farm workers of the Coachella Valley in the County of Riverside.

LOAN TERMS

- ✦ Maximum loan limit of \$75,000;
- ✦ Maximum term of 40 years;
- ✦ 3% fixed rate of interest;
- ✦ Secured by a Deed of Trust;
- ✦ Covenant Agreement to include complete compliance with federal and state law and regulations and local ordinances and restriction of rent to affordable rates for low income households;
- ✦ Initial 10 year period of deferral of all principal and interest loan repayments;
- ✦ Possibility of loan forgiving.

ELIGIBILITY

- ✦ Existing unpermitted Agricultural Housing Facility (parks with a minimum of 5 and maximum of 12 rental parking spaces) located in the unincorporated area of the County of Riverside.

Low Income Limits Adjusted For Family Size February 1999

| Family Size | Income \$ | Family Size | Income \$ |
|-------------|-----------|-------------|-----------|
| 1 | 26,450 | 5 | 40,800 |
| 2 | 30,200 | 6 | 43,800 |
| 3 | 34,000 | 7 | 46,800 |
| 4 | 37,750 | 8 | 49,850 |

AGRICULTURAL HOUSING FACILITY PERMIT ASSISTANCE GRANT PROGRAM

The Agricultural Housing Facility Permit Assistance Grant Program offers grant funding to qualified Agricultural Housing Facilities which are in danger on closure due to a lack of Facility compliance with federal and state law and regulations and local ordinances.

PURPOSE

This program provide grant funding to assist Agricultural Housing Facility owner with cost of County assessed fees for rehabilitation and improvement projects that will serve low income farm workers of the Coachella Valley in the County of Riverside.

GRANT TERMS

- ❖ Maximum grant limit of \$10,000;
- ❖ Only County assessed fees are eligible;
- ❖ Covenant Agreement to include complete compliance with federal and state law and regulations and local ordinances and restrictions of rant to affordable rates for low income households.

ELIGIBILITY

- ❖ Existing unpermitted Agricultural Housing Facility (parks with a minimum of 5 and maximum of 12 rental parking spaces) located in the unincorporated area of the County of Riverside.

Low Income Limits Adjusted For Family Size February 1999

| Family Size | Income \$ | Family Size | Income \$ |
|-------------|-----------|-------------|-----------|
| 1 | 26,450 | 5 | 40,800 |
| 2 | 30,200 | 6 | 43,800 |
| 3 | 34,000 | 7 | 46,800 |
| 4 | 37,750 | 8 | 49,850 |

MOBILE HOME TENANT ASSISTANCE GRANT PROGRAM

The Mobile Home Tenant Assistance Grant Program offers a grant to mobile home coach owners who are tenants of unpermitted Mobile Home Parks or Agricultural Housing Facilities and whose mobile home coach is in danger of closure due to a lack of coach compliance with federal and state law and regulations and local ordinances which have the physical and structural capacity to be repaired.

PURPOSE

The County of Riverside's primary objective is to provide financial assistance for existing mobile home coach rehabilitation projects that will serve low income farm workers of the Coachella Valley in the County of Riverside.

GRANT TERMS

- * Maximum grant limit of \$3,000;
- * Mobile home coach, after repairs, must have an economic life of ten (10) years minimum.

ELIGIBILITY

- * Low income applicant eligibility requirements;
- * Applicant must currently own and occupy the mobile home coach;
- * Mobile home coach must be parked in a park in the unincorporated area of Riverside County.

Low Income Limits Adjusted For Family Size February 1999

| Family Size | Income \$ | Family Size | Income \$ |
|-------------|-----------|-------------|-----------|
| 1 | 26,450 | 5 | 40,800 |
| 2 | 30,200 | 6 | 43,800 |
| 3 | 34,000 | 7 | 46,800 |
| 4 | 37,750 | 8 | 49,850 |

MOBILE HOME TENANT LOAN ASSISTANCE PROGRAM

The Mobile Home Tenant Assistance Loan Program offers a loan to mobile home coach owners who are tenants of unpermitted Mobile Home Parks or Agricultural Housing Facilities and whose mobile home coach is in danger of closure due to a lack of coach compliance with federal and state law and regulations and local ordinances which do not have the physical and structural capacity to be repaired.

PURPOSE

The County of Riverside's primary objective is to provide financing for replacement projects of existing mobile home coaches that will serve low income farm workers of the Coachella Valley in the County of Riverside.

LOAN TERMS

- ✦ Maximum loan limit of \$20,000;
- ✦ Specified term of 10 years;
- ✦ 0.0% fixed rate of interest;
- ✦ Secured by the mobile home coach;
- ✦ Loan repayment due upon transfer of ownership;
- ✦ 10 year deferral period of all principal and interest loan repayments;
- ✦ Possibility of loan forgiving.

ELIGIBILITY

- ✦ Low income applicant eligibility requirements;
- ✦ Applicant must currently own and occupy the mobile home coach to be replaced;
- ✦ Mobile home coach must be parked in a park in the unincorporated area of Riverside County.

Low Income Limits Adjusted For Family Size February 1999

| Family Size | Income \$ | Family Size | Income \$ |
|-------------|-----------|-------------|-----------|
| 1 | 26,450 | 5 | 40,800 |
| 2 | 30,200 | 6 | 43,800 |
| 3 | 34,000 | 7 | 46,800 |
| 4 | 37,750 | 8 | 49,850 |



EXHIBIT 2

**HOUSING PROJECTS IN THE
FOURTH DISTRICT**

Updated March 31, 2000
from 1995 to present

| District | Project Name and Location | Amount | Total Units | FY 99-00 | | Sponsor |
|--|--|--------------|---------------|----------|----------------------|------------------------------|
| | | | | Only | Source | |
| 4th | Ag Housing Grants (AHG) Approved as of 3/27/00 | \$ 60,000 | | 6 Parks | RDA | Redevelopment Agency |
| 4th | Ag Housing Loans (AGHL) Approved as of 3/27/00 | \$ 555,000 | | 8 Parks | RDA | Redevelopment Agency |
| 4th | Ag Housing Programs - Funds for Pending Applications | \$ 4,863,750 | | 130 Apps | RDA | Redevelopment Agency |
| 4th | Ag Housing Tenant Loans (MHTL) Approved as of 3/27/00 | \$ 320,000 | | 16 | RDA | Redevelopment Agency |
| 4th | Blythe Self Help Homes, Blythe | \$ 96,000 | 24 | | HOME | CVHC |
| 4th | Blythe Way Street Improvements, Blythe | \$ 110,720 | N/A | | RDA | Redevelopment Agency |
| 4th | Building Horizons Boys & Girls Club, Mecca | \$ 35,000 | | N/A | RDA | Building Horizons |
| 4th | Casas Mirasol Self Help, Thermal | \$ 225,000 | 45 | | HOME | CVHC |
| 4th | Cat City HIV/ AIDs Permanent Hsg, Cathedral City | \$ 550,000 | 38 | | HOME | CVHC |
| 4th | Cat City HIV/ AIDs Permanent Hsg, Cathedral City | \$ 220,159 | same as above | | SHF | CVHC |
| 4th | Cat City HIV/ AIDs Permanent Hsg, Predevelopment | \$ 49,500 | same as above | | HOME | CVHC |
| 4th | Cathedral City Habitat Homes, Cathedral City | \$ 20,000 | 2 | | HOME | Habitat / Cathedral City |
| 4th | Cathedral City Self Help Homes, Cathedral City | \$ 100,000 | | 15 | HOME | CVHC |
| 4th | Cathedral Palms Apartments, Cathedral City | \$ 200,000 | 231 | | HOME | So. Cal Housing |
| 4th | Coachella Valley Housing Coalition Waste Water | \$ 100,000 | 30 | | RDA | CVHC |
| 4th | Coachella Valley Road Improvement Projects | \$ 4,180,301 | N/A | | RDA | Redevelopment Agency |
| 4th | Coachella Valley Water & Sewer Projects | \$ 860,438 | N/A | | RDA | Redevelopment Agency |
| 4th | Desert Gardens Apartments, Indio | \$ 500,000 | 88 | | HOME | CVHC |
| 4th | Duplex Conversion Project, Cathedral City | \$ 420,000 | 32 | | HOME | CVHC |
| 4th | First Time Home Buyer Program | \$ 2,698,489 | 185 | 4 | HOME | County |
| 4th | HIP/RDA | \$ 40,120 | 2 | | RDA | Individual Home Owner |
| 4th | Home Improvement Program (HIP) | \$ 502,753 | 29 | 3 | CDBG | County |
| 4th | Indio Desert Palms, Indio | \$ 995,000 | 144 | | HOME/CDBG | Palm Desert Dev. |
| 4th | La Hacienda Apartments, Indio | \$ 1,012,493 | 35 | | HOME | CVHC |
| 4th | La Pena Mobile Home Park, Mecca | \$ 444,690 | | 60 | RDA | Paul La Pena |
| 4th | Las Mananitas Farm Worker Housing, Mecca | \$ 500,000 | 88 beds | | CDBG | CVHC |
| 4th | Las Mananitas Farm Worker Housing, Mecca | \$ 1,400,000 | same as above | | RDA | CVHC |
| 4th | Las Mananitas Farm Worker Housing, Ph II, Mecca | \$ 500,000 | | 40 beds | RDA | CVHC |
| 4th | Las Mananitas Mobile Home Park, Mecca | \$ 800,000 | | 100 | RDA | CVHC |
| 4th | Las Palmeras Mobile Home Acq, Coachella | \$ 850,000 | | 100 | HOME | CVHC |
| 4th | Las Serenas - Building Horizons, Mecca | \$ 35,000 | | | RDA | Building Horizons |
| 4th | Las Serenas SF Homes, Mecca | \$ 2,743,627 | 88 | | RDA | Oliphant & Williams |
| 4th | Martha's Village, Indio | \$ 1,995,000 | | 120 beds | SHF | St. Vincent de Paul Mgmt |
| 4th | Mecca II Apartments, Mecca | \$ 500,000 | 60 | | HOME | Sam Jack |
| 4th | Mortgage Credit Certificate Program | \$ 415,364 | 30 | 0 | State MCC | County |
| 4th | Nueva Vista Apartments, Mecca | \$ 275,000 | 32 | | HOME | CVHC |
| 4th | Orchard Villas, Coachella | \$ 450,000 | | 82 | HOME | Palm Desert Dev. |
| 4th | Paseo de los Poetas, Mecca | \$ 643,000 | 21 | | HOME | CVHC |
| 4th | Quail Place Apartments, Blythe | \$ 500,000 | 58 | | HOME | Sam Jack |
| 4th | Ripley Water System, Ripley | \$ 4,800 | N/A | | RDA | Redevelopment Agency |
| 4th | Senior Home Repair (SHR) | \$ 847,375 | 404 | 27 | CDBG | County |
| 4th | Transitional Housing for HIV/AIDS, Cathedral City | \$ 763,049 | 34 beds | | SHF | Episcopal Community Services |
| 4th | Transitional Living Village, Indio | \$ 930,693 | | 40 beds | SHF | ABC Recovery Center |
| 4th | Vecino Self Help, Coachella | \$ 100,000 | | 10 | HOME | CVHC |
| 4th | Village at Mecca SF Homes, Mecca | \$ 1,129,909 | 91 | | RDA | Oliphant & Williams |
| 4th | *Mecca Family Apartments, Mecca | \$ 475,000 | | 31 | HOME* | CVHC |
| 4th | *Palm Desert Apartment Acquisiton, Palm Desert | \$ 600,000 | | 32 | HOME* | City of Palm Desert |
| 4th | *Coachella First Time Home Buyer Program, Coachella | \$ 1,800,000 | | 44 | HOME* | Coachella/County |
| 4th | *Torres Martinez Infrastructure Housing Village, Mecca | \$ 750,000 | | N/A | CDBG HLF* | County |
| 4th | *CVHC Oscar Romero Villas, Mecca | \$ 1,500,000 | | | RDA* | CVHC |
| Total Housing Projects since January 1995-- 4th District | | \$39,667,231 | 1670 | 524 | Housing Units | |
| | | | 122 | 200 | Special Needs Beds | |
| | | | | 14 | Mobile Home Parks | |
| | | | | 130 | Pending Applications | |

*Indicates staff recommendation, subject to Board approval



EXHIBIT 3

Coachella Valley Housing Coalition

45-701 Monroe Street, Suite G, Plaza 1, Indio, CA 92201
TEL: (760) 347-3157 FAX: (760) 342-6466



MEMORANDUM

Date: March 29, 2000
To: Pam Anderson, County of Riverside
CC:
From: Jeanne Le Duc
RE: CVHC Projects

Attached are descriptions of our three-newest projects in Mecca. County funding is as follows:

- Mecca Mobilehome Park - \$800,000 RDA requested
- Mecca Family - \$475,000 RDA Letter of Commitment
- Las Mananitas I - County RDA Funded (\$1.7 million) & Las Mananitas II (40 bed extension)

Other projects in Mecca:

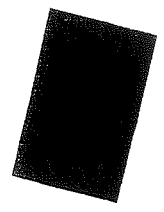
- Pie de La Cuesta - 68 unit, permanent housing for farmworker families. On-site child care.
- Nueva Vista - 32 units for low income families. \$275,000 County HOME funds On-site medical clinic and childcare.
- Paseo de los Poetas - 21 single-family rental units. \$643,000 County HOME funds.

Other completed farmworker projects with County funds:

- Desert Gardens, Indio - \$500,000 CDBG
88 units of housing for farmworker families and retired farmworkers
On-site child care, ESL, computer learning center, after school programs and community garden
- Las Casas II (50 units) and II (78 units), Coachella - Department of Community Action CSBG technical assistance grant (funded CVHC staff positions). On-site child care at Las Casas II.

I will have our Community Service Coordinator fax over this afternoon more information on services; she is out this morning.

Let me know if I can provide any additional information.



Mecca Mobile Home Park Project Description

The Coachella Valley Housing Coalition (CVHC) proposes to develop a mobile home park (the Mecca Mobile Home Park) to address the need for safe, affordable mobile home sites. The project is located on a 20.6 acre site located at the northeast intersection of Avenue 63 and Lincoln Street, Mecca California. The project includes a Tentative Map to create four parcels, including the project site from three separate ownerships. The park will provide 106 spaces, 88 double-wide and 18 single-wide. A 3,500 square foot community building will also be developed at the southwest corner of the site, near the main entrance.

The park will include a full range of community features. As noted above, a community building will be located near the entrance. The building includes 600 square feet of dedicated space for satellite medical offices to be operated by Clinicas de Salud del Pueblo. Clinicas will provide health and social services to the residents of the Park as well as adjacent migrant farmworker housing and family projects. Other community building features include a community room, meeting room/library, computer resource center and kitchen. A two-bedroom manager's unit will be located on the second floor of the building. Adjacent to the community building will be passive and active recreation areas, including a pool and wading pool, basketball courts and grassy areas for soccer/football etc.

The park is being developed in response to an acute need for mobile home park spaces. Since the fall of 1998, CVHC, the County of Riverside and other agencies have been working together to address the mobilehome park crisis in the eastern Coachella Valley. The County estimates that there are approximately 200 illegal mobile home parks, with an estimated 900 mobile homes. These parks often lack permits or infrastructures, including electricity and sewage facilities. Because of the magnitude of health and safety concerns, the County has determined a need to develop new mobile home parks to accommodate residents that will be displaced as parks that are not brought up to code are shut down. The Mecca Mobile Home Park, developed with County, State and federal support, is designed to address this need.

*\$ 500,000
KOA funding
requested*

Mecca Family Project Description

The Mecca Family project consists of 31 units (including one managers unit) located in six buildings clustered around a common open space area. The project site is a vacant, three-acre parcel located on Lincoln Street in the Community of Mecca. A total of four (4) one-bedroom, ten two-bedroom, fourteen (14) three-bedroom, and two four-bedroom units will be developed. In addition, a two-bedroom manager's unit will be located over a community building. A summary of type, size and number of units is below:

| Project Summary | | | |
|----------------------------|---------------|-----------|-----------------|
| Use | Size (Sq.Ft.) | Quantity | Totals (Sq.Ft.) |
| One-Bedroom/One Bath | 600 | 4 | 2,400 |
| Two-Bedroom/One Bath | 897 | 10 | 8,970 |
| Three-Bedroom/Two Bath | 1,125 | 14 | 15,750 |
| Four-Bedroom/Two Bath | 1,283 | 2 | 2,566 |
| Two-Bedroom Mgr. | 1,125 | 1 | 1,125 |
| Community Building/Laundry | 1,500 | | 1,500 |
| Total | | 31 | 32,311 |

The project is designed to provide a high quality living environment for families. *More than One-half of the units are three bedrooms or larger, reflecting the needs of large families.* All units will be equipped with a refrigerator, dishwasher, stove/oven, garbage disposal, and heat/air conditioners. Project amenities will include a community center, tot lots, and community gardens. Each unit includes a private outdoor area in the form of either a patio or balcony (depending on floor level). Ample open space and free flowing paths also provide opportunities for informal social interactions.

\$475,000
County
commitment

Las Mananitas I (A II) Project Description

The most recent effort by the Coachella Valley Housing Coalition to meet rural housing needs is the Las Mananitas housing complex. The complex, located at 91-200 Avenue 63 in Mecca, will serve migrant farmworkers and rural homeless. The project is comprised of 11 multi-tenant units with 88 beds for seasonal migrant farm workers. The complex will be open during harvesting seasons throughout the year. Las Mananitas is being developed in partnership with the County of Riverside, in an effort to provide decent, temporary housing to the migrant population that is critical to region's agricultural economy.

Located on approximately two acres, the 11 one-story buildings are wood frame/stucco exterior construction and approximately 1,000 square feet in size. The units contain four bedrooms, a common living area, a kitchen area, and a front porch. Each unit is designed to accommodate eight individuals. A total of 88 beds are provided, with an additional manager's unit. The buildings are clustered around a common area that provides passive and active recreational use. The manager's unit is located on-site along with laundry facilities.

The project has received critical community support as the housing conditions of the migrant farmworker in the eastern Coachella Valley are well documented. The absence of safe, sanitary, and decent housing has forced migrant workers to seek shelter in illegal camps, cars, empty dirt lots, and under trees during harvest season. Other workers crowd together in substandard rental units in order to share the rent. All of these conditions adversely affect the health, safety, and stability of the agricultural workforce.

The project will be open during the harvest seasons. The length of stay will range from one week up to six months. Rent will be approximately \$25 per week which is affordable to this population which earns between 10 and 20% of the County median income. The project was completed in November 1999 and opened shortly thereafter. The project is financed by County of Riverside redevelopment set-aside and CDBG funds.

In 1999, CVHC received HUD Colonia Initiative (HCI) funding for an extension to Las Mananitas. The extension consists of five multi-tenant units, providing a total of 40 beds. The project will begin construction in early Summer of 2000 and will open in early 2001.



EXHIBIT 4

EXHIBIT NO. 4

Since 1986 the County has contracted with the Fair Housing Council of Riverside County, Inc., for the provision of fair housing services throughout the County. In 1995 the County prepared a Fair Housing Impediments Study which included a testing component. The Study included recommendations to address the impediments. For the last five (5) years, since FY 96/97, the annual contract with Fair Housing has included a testing component. For the current fiscal year, our contract with Fair Housing is \$138,918 for anti-discrimination services including the testing component. For the Fiscal Year beginning July 1, 2000, funding of \$140,000.00 is recommended for Fair Housing. Since we are just now presenting that recommendation to the Board of Supervisors, we can include provisions in the new contract to better define the testing component including specifically requiring testing in the lower Coachella Valley. The contract can also include specific requirements for training of County staff and specific outreach for fair housing services in the lower Coachella Valley.

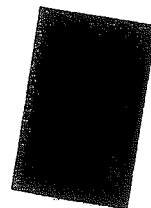




EXHIBIT 5

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



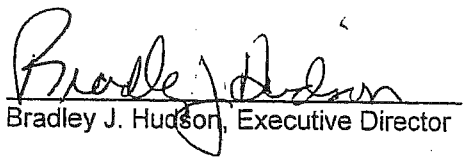
FROM: Economic Development Agency SUBMITTAL DATE: April 5, 2000

SUBJECT: Memorandum of Understanding (MOU) with the City of Coachella
Redevelopment Agency

RECOMMENDED MOTION: That the Board approve and authorize the Chairman to execute the attached MOU with the City of Coachella Redevelopment Agency.

BACKGROUND: Previous Board action established a program to assist low-income and first time homebuyers in acquiring single-family residential units. The attached MOU with the City of Coachella Redevelopment Agency establishes a specific set-aside within the program to provide residents dislocated from unpermitted mobile home parks an opportunity for home ownership. The MOU envisions a cooperative project that features the following elements:

(Continued)


Bradley J. Hudson, Executive Director

BJH:vic
(F:\USERS\RDACOM\HOUSING\MIGRANTVF114\MOU.Coachella.MHP.wpd)

FINANCIAL DATA:
CURRENT YEAR COST \$ 0 ANNUAL COST \$ 0
NET COUNTY COST \$ 0 IN CURRENT YEAR BUDGET: YES XX NO ___
SOURCE OF FUNDS: EDA First Time Homebuyer funds up to \$1.8 million in 2000/01 and 2001/02.

C.E.O. RECOMMENDATION:

Executive Officer Signature

Department Recommendation: Consent Policy
Per Executive Office: Consent Policy

Prev. Agn. ref. Dist. AGENDA NO.

Form 11
Memorandum of Understanding (MOU)
with the City of Coachella Redevelopment Agency
April 5, 2000
Page 2

BACKGROUND: (continued)

1. The City of Coachella RDA will acquire and any entitle land for 35 to 45 residential lots.
2. The City of Coachella RDA will solicit proposals for private developers to build the single-family units.
3. The County and various federal agencies will provide secondary down payment assistance to make the units affordable to low- and very low-income buyers.

County Counsel has reviewed and approved the MOU and we recommend its approval.

BJH:vic

F:\USERS\RDACOM\HOUSING\MIGRANT\F114\MOU.Coachella.MHP.wpd

MOU: users\cd\bg\thud\thud.depto\agrl.coachella.mou.wpd

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
COUNTY OF RIVERSIDE
AND THE
CITY OF COACHELLA REDEVELOPMENT AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into this _____ day of _____ 2000 by and between the COUNTY OF RIVERSIDE, a subdivision of the State of California (hereinafter "COUNTY"), and the CITY OF COACHELLA REDEVELOPMENT AGENCY, a public body corporate and politic in the State of California (hereinafter "AGENCY").

WHEREAS, The COUNTY and AGENCY desire to provide homeownership opportunities to low-income residents; and

WHEREAS, AGENCY is authorized pursuant to the provisions of the Community Redevelopment Law ("CRL") which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.) to construct or cause to be constructed single-family residential homes within the City of Coachella for habitation by low and very-low income households; and

WHEREAS, County operates a down payment assistance program to encourage and facilitate homeownership by individuals of low and very-low income which program may be operated within the City of Coachella; and

WHEREAS, the potential exists both within the City of Coachella and the unincorporated territory of Riverside County for the displacement of individuals currently residing in unpermitted mobile home parks; and

WHEREAS, COUNTY and AGENCY have determined that it is both beneficial and desirable to cooperate in providing opportunities for homeownership to low and very-low income households and for those who may become displaced from unpermitted mobile home parks; and

WHEREAS, the Department of Housing and Urban Development and the United States Department of Agriculture have indicated their support for a cooperative effort between COUNTY and AGENCY.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the preceding statements and the mutual agreements hereinafter contained, the parties do hereby agree as follows:

I. AGENCY

The AGENCY intends to do the following:

1. Allocate \$500,000 for the purpose of acquiring land, obtaining permits and providing infrastructure for the development of 35 to 45 single-family residential units.
2. Obtain all necessary land use and permit approvals through the City of Coachella.
3. Assist COUNTY in applying for all available funding through appropriate State and Federal Agencies.
4. Solicit and evaluate proposals for the private development of the single family project.
5. Enter into a disposition and development agreement with the successful proposer as determined by AGENCY and COUNTY.
6. Provide such other assistance and advice as may be necessary to complete the project.

II. COUNTY

The COUNTY intends to do the following:

1. Assist AGENCY in identifying and acquiring property for the private development of the proposed single-family residential units.
2. Apply for available funding through State and Federal Agencies and serve as grantee for any such funds where necessary and appropriate.
3. Assist AGENCY in the solicitation and evaluation of proposals for the private development of the single family project.

4. Allocate \$1.8 million in funding from COUNTY's existing home-buyer program for low and very low-income purchasers of the single-family units.
5. Provide such other assistance and advise as may be necessary to complete the project.

This MOU is intended to be a non-binding statement of intent between the parties hereto, and is not a final agreement between the parties. AGENCY and COUNTY agree to negotiate in good faith the provisions as specified herein and to proceed with execution of all necessary documents.

IN WITNESS WHEREOF, AGENCY and COUNTY have executed this MOU as of the date first above written.

COUNTY OF RIVERSIDE

CITY OF COACHELLA

By: _____
Tom Mullen, Chairman
Board of Supervisors

By: _____
Sylvia Montenegro
Redevelopment Agency

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
Agency Counsel

| | | |
|---|--------------------------------|----------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Pamela J. Anderson, Deputy 123446 Riverside County Counsel 3535 Tenth Street, Suite 300 Riverside CA 92501 ATTORNEY FOR (Name): County of Riverside | TELEPHONE NO.: 909-955-6300 | FOR COURT USE ONLY |
| Insert name of court and name of judicial district and branch court, if any: Riverside Superior Court Desert Branch | | |
| PLAINTIFF/PETITIONER: County of Riverside DEFENDANT/RESPONDENT: Miguel Hernandez, et al. | | |
| REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Injunctive Relief | | CASE NUMBER: INC 009577 |

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (name):
- (4) Cross-complaint filed by (name):
- (5) Entire action of all parties and all causes of action
- (6) Other (specify):* see Attachment

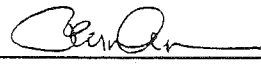
on (date):
on (date):

Date: Jan. 4, 2000

..... Pamela J. Anderson

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

▶ 

(SIGNATURE)

Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent

Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

..... (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

** If a cross-complaint—or Response (Family Law) seeking affirmative relief—is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

▶ _____

(SIGNATURE)

Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent

Cross-complainant

(To be completed by clerk)

3. Dismissal entered as requested on (date):
4. Dismissal entered on (date): as to only (name):
5. Dismissal not entered as requested for the following reasons (specify):
6. a. Attorney or party without attorney notified on (date):
- b. Attorney or party without attorney not notified. Filing party failed to provide
- a copy to conform means to return conformed copy

Date: _____ Clerk, by _____, Deputy

ATTACHMENT

LIST OF DEFENDANTS TO BE DISMISSED

- 1
- 2
- 3 Sotero Bautista.
Adela Bautista
- 4 Isrrael Serrano
Gloria Serrano
- 5 Manuel Zepeda
Rogelio Vargas
- 6 Rosario Vargas
Francisco Ortiz
- 7 M. Luisa Aragon
Arnulfo Aguilera
- 8 Ester Aguilera
Porfirio Ayala
- 9 Maria Ayala
Bacilio Cea
- 10 Maria A. Cea
Izidro Cea
- 11 Olimpia Cea
Marcario Bravo
- 12 Eufrocina Barragan
Roque Cabrera
- 13 Juana Cabrera
Rene Castillo
- 14 Jose Corona
Maria Corona
- 15 Oscar Chavez
Marisol Chavez
- 16 Arturo Romero
Claudia Romero
- 17 Jose Arujo
Ana Maria Arujo
- 18 Jose Luis
Maria Del Socorro Berviejo
- 19 Vicente Aceves
Maria del Refugio Aceyes
- 20 Juan Manuel
Gladis Guerra
- 21 Euarista Castillo
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PROOF OF SERVICE

County of Riverside v. Miguel Hernandez, et al.
Case No. INC 009577

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, the undersigned, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on the 25th day of February, 2000, I served a copy of the papers to which this proof of service is attached:

REQUEST FOR DISMISSAL

by depositing a copy thereof in an envelope with postage thereon fully prepaid, in the U.S. Postal Service mailbox at the City of Riverside, California, addressed as follows:

Arturo Rodriguez, Esq.
82-500 Hwy 111, Suite 5
Indio, CA 92201

David Saldivar, Esq.
CRLA
P.O. Box 35
1460 Sixth Street
Coachella, CA 92236-0035


I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON February 29, 2000, at Riverside, California.

Linda M Bell
LINDA M. BELL



EXHIBIT 7



COUNTY OF RIVERSIDE • HEALTH SERVICES AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH

November 8, 1999

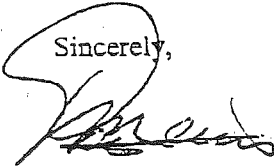
Mr. Norman Sorensen
Deputy Director
Department of Housing and Community Development
Division of Codes and Standards
1800 Third Street, Room 260
P.O. Box 1407
Sacramento, CA 95812-1407

RE: Canceling Assumption of Responsibility for the Inspection of Employee Housing

Pursuant to Section 17050 of the California Health and Safety Code the County of Riverside is giving written notice to cancel its assumption of responsibility for the inspection of employee housing. On November 2, 1999 the County of Riverside, Board of Supervisors formally approved the transferring of responsibility for the inspection of employee house. Enclosed you will find a copy of this document and Resolution 99-413 - A Resolution of the County of Riverside Canceling Responsibility for the Inspection of Employee Housing.

We are more than willing to assist your staff to ensure a smooth transfer of responsibility. Please contact me at (909) 955-8982 with any questions, comments or concerns you may have.

Sincerely,



Damian Meins
Assistant Environmental Health Administrator

Attachments: Form 11 - Transferring Responsibility for the Inspection of Employee Housing
Resolution 99-413

K:\Housing\Written Notice to HCD.doc

620

SUBMITTAL TO THE BOARD OF SUPERVISOR
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Director, Health Services SUBMITTAL DATE: November 2, 1999
Agency/Environmental Health
SUBJECT: Transferring Responsibility for the Inspection of Employee
Housing

RECOMMENDED MOTION:

That the Board of Supervisors approve Resolution 99-413, A Resolution of the County of Riverside Canceling Responsibility for Inspection of Employee Housing (attached).

BACKGROUND:

Employee Housing (also known as Farm Labor Housing) is one of the many State mandated regulatory programs for which local jurisdictions can assume enforcement. This regulatory process consists of two areas: 1) initial permitting of the sites (upon confirmation of compliance with local building and land use requirements), and 2) conducting an annual inspection to ensure continued compliance.

FORM APPROVED
COUNTY COUNSEL

OCT 22 1999

(Continued) BY

D. B. [Signature]

Kenneth B. Cohen

Kenneth B. Cohen, Director
Health Services Agency

KBC:GR:DM

| | | | | |
|--------------------|--|-----------|---|--|
| FINANCIAL DATA: | cost savings - see description under Financial heading | | | |
| CURRENT YEAR COST: | \$ | \$150,000 | ANNUAL COST \$ | \$150,000 |
| NET COUNTY COST: | \$ | \$113,000 | IN CURRENT YEAR BUDGET: | YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> |
| BUDGET ADJUSTMENT: | | | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | FOR FY: <u>99/00</u> |

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION:

APPROVE

Executive Officer Signature

Susan Loew

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen
Noes: None
Absent: None
Date: November 2, 1999
xc: HSA/Environ.Health, Co.Co.

Gerald A. Maloney
Clerk of the Board

[Signature]

AGENDA

3.19

Policy
 Policy

Consent
 Consent

Department Recommendation:
Per Executive Office:

Director, Health Services Agency/Environmental Health
Cancellation of Responsibility for Inspection of Employee Housing Facilities
November 2, 1999
Page 2 of 3

BACKGROUND (CONT.):

In the past, the traditional employee housing facility consisted of a dormitory or individual homes provided by the farmer and located on the farm site. Due to changes in regulations, this standard has been replaced with facilities housing 5 or more employees but not necessarily associated with a farm or farmer - predominantly in the form of a small trailer park.

Resulting, in part, from these revised regulations, and fueled by a severe shortage of low income housing, a significant number of these facilities have been established within the Coachella Valley. The majority of these facilities failed to secure appropriate permits for infrastructure installations such as electrical and sewage (septic system). Most of those installations are substandard, and in many cases unsafe, as evidenced by three electrocutions to tenants in 1998. In many cases the trailers or mobile homes used by the tenants were units that, due to age, alterations or lack of maintenance are also substandard and unacceptable under statute. Aggressive enforcement by the County, however, was not attempted; due in part to the lack of approved alternative facilities.

The above noted electrocutions compelled the County to initiate legal compliance at a number of facilities in 1998. Tenant concerns over probable displacement led to the formation of a task force consisting of County, State and Federal regulators, governmental and non-profit housing agencies, and a variety of charitable, religious and human rights organizations. The Task Force created a program consisting of conditional amnesty for previous compliance failures, loan programs for both the facility operators and the tenants to make structural improvements, and a variety of technical assistance documents and low cost (or free) services. The State Department of Housing and Community Development (HCD) played a prominent role in the Task Force and assumed a number of ongoing duties essential to the successful implementation of the program established, including certification of the trailers or mobile homes used by the tenants and inspection of previously made installations ("set downs") of the trailers.

Concurrent with the development of the above noted assistance program, the Employee Housing Program of the Department of Environmental Health was impacted by a promotion (out of the Program) and a retirement. At this time, we have one vacancy and one staff person with less than 8 months experience. It will take several years to re-establish the level of expertise previously held by the Program staff.

In light of the above, the Riverside County Department of Environmental Health is requesting authorization to transfer the responsibility for enforcement of Employee Housing provisions of the California Health and Safety Code to HCD, effective January 1, 2000. At this time, the only other Southern California County retaining Employee Housing oversight is Orange County, which has a very limited number of such facilities. HCD has advised our Department of their ability and willingness to assume such oversight. We believe that this action is in the best interest of the tenants, facility operators and the County, due to the available expertise of HCD at the current time when such experience is most needed.

This action will in no way impact the authority and responsibility of the Department of Environmental Health with regard to review of the sewage (septic system) design and the provision of safe and wholesome water, nor the responsibilities of any other County Department with regard to these facilities.

Director, Health Services Agency/Environmental Health
Cancellation of Responsibility for Inspection of Employee Housing Facilities
November 2, 1999
Page 3 of 3

FINANCIAL:

Salary and benefits for the two Environmental Health Specialist staff budgeted for the Program is approximately \$124,000 annually, with revenues from permits of \$37,000 (facility fees are established in the California Health and Safety Code). If overhead costs are included, the annual savings to the County will exceed \$150,000.

Board of Supervisors

County of Riverside

RESOLUTION NO. 99- 413

A RESOLUTION OF THE COUNTY OF RIVERSIDE
CANCELING RESPONSIBILITY FOR THE INSPECTION
OF EMPLOYEE HOUSING

WHEREAS, through Board Resolution # 75-210, adopted June 17, 1975, the Health Services Agency/Department of Environmental Health assumed responsibility for enforcement of the provisions and regulations of the California Labor Code relating to the inspection of employee housing pursuant to Section 2540 of the California Labor Code; and,

WHEREAS, said Labor Code provisions have subsequently been incorporated into the California Health and Safety Code, Division 13, Part 1, Section 17000 (Employee Housing Act) and related regulations of the California Code of Regulations, Title 25, Division 1, Chapter 1, Subchapter 3; and,

WHEREAS, due to changes to the Health and Safety Codes provisions related to employee housing, such facilities have become a significant source of low income housing not related to specific agricultural facilities within the Coachella Valley; and,

WHEREAS, a significant number of Employees Housing facilities established within the Coachella Valley do not meet the legal requirements for such facilities with regard to facility provided installations; and,

WHEREAS, a significant number of the individual trailers owned by the tenants and installed in the Employee Housing Facilities fail to meet statutorily established structural requirements; and,

WHEREAS, an Employee Housing Task force, established to address the above noted deficiencies in these facilities, has established a program of financial and technical assistance to both the facility operators and tenants; and,

WHEREAS, a significant number of the individual trailers will require inspections by the California State Department of Housing and Community Development under current statutory

1 responsibilities and additional commitments to assist in the Facility Upgrade Program established
2 by the Employee Housing Task Force; and,

3 WHEREAS, Section 17050 of the California Health and Safety Code states that "(h) Any
4 city, county, or city and county, upon written notice from the governing body to the Department,
5 may cancel its assumption of responsibility for the enforcement of these provisions. The
6 Department (California State Department of Housing and Community Development), upon receipt
7 of that notice, shall assume the responsibility within 30 days"; and,

8 WHEREAS, the California State Department of Housing and Community Development is
9 the enforcement agency for Employee Housing in all other Southern California Counties except
10 the County of Orange; and,

11 WHEREAS, the California State Department of Housing and Community Development
12 has indicated the ability to resume responsibility for the enforcement of these provisions; now,
13 therefore,

14 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of
15 California, in regular session assembled on November 2, 1999, that the Board declares its intent to
16 return responsibility for the enforcement of the California Health and Safety Code, Division 13,
17 Part 1, Section 17000 (Employee Housing Act) and related regulations of the California Code of
18 Regulations, Title 25, Division 1, Chapter 1, Subchapter 3, within the County of Riverside to the
19 California State Department of Housing and Community Development.

20 BE IT FURTHER RESOLVED that the Department of Environmental Health shall provide
21 written notice of the above to the California State Department of Housing and Community
22 Development.

23 BE IT FINALLY RESOLVED that Resolution 75-210 is hereby rescinded and will be of
24 no further force or effect, effective January 1, 2000.

25 Roll Call:

26 Ayes: Buster, Tavaglione, Venable, Wilson and Mullen

27 Noes: None

28 Absent: None

FORM APPROVED
COUNTY COUNSEL

OCT 22 1999

BY J. Blankenship

The foregoing is certified to be a true copy of a
resolution duly adopted by Riverside County
Board of Supervisors on the date herein set forth
GERALD A. MALONEY, Clerk of the Board

Page 2

BY [Signature] Deputy



EXHIBIT 8

CONDADO DE RIVERSIDE
AGENCIA DE TRANSPORTE Y
CONTROL DE TERRENO

Ministerio de Edificación y Seguridad

NOTIFICACION DE INFRACCION

Fecha _____

PARA: TODO DUEÑO DE PROPIEDAD EN TEMA
[Véase la Lista de Notificación Adjunta]

DESCRITA ASI:

CON REFERENCIA: NUMERO DEL CASO: _____

POR MEDIO DE LA PRESENTE SE NOTIFICA Que la propiedad perteneciente o bajo su control descrita como _____ California, bajo el Número(s) de Lote _____ del Tasador se encuentra bajo infracción del Reglamento del Condado de Riverside. Número 348/457 y constituye un acto perjudicial. La propiedad en tema es peligrosa o injuriosa al público por motivo de la tenencia ilícita o mantenimiento de casas rodantes sin consentimiento, instalaciones electricas o de cañería sin consentimiento o de normas inferiores, el fallo de obtener el permiso para la preparación del sitio y permiso para alojamiento de empleados o estacionamiento de casas rodantes y omisión de obtener aprobación de parte del Ministerio de Planificación para un lugar de estacionamiento para casas rodantes.

Como dueño inscrito en el expediente, se le ordena corregir las infracciones dentro de treinta (30) días a partir de la fecha de esta notificación comunicándose con el abajo firmante y cumpliendo con lo siguiente:

- Obtenga aprobación de parte del Ministerio de Planificación u obtenga un permiso para manejar alojamiento para empleados*;*y*
- Obtenga un permiso para la preparación del sitio; *y/o*
- Corrección de los defectos indicados en la Notificación de Defectos.
*La propiedad debe de estar zonificada para permitir uso agrícola como asunto de derecho para calificar como alojamiento para empleados.

O, quitar las casas rodantes de la propiedad.

— En treinta (30) días de la fecha de esta notificación, se celebrará un asesamiento para determinar si usted a hecho el progreso razonable en cumplimiento con esta orden. Por favor de proveer al infrascrito el estatus de su progreso en cumplimiento con esta orden dentro de los próximos treinta (30) días.

— Cumplimiento deberá estar completo para _____, de allí en adelante se celebrará una nueva inspección.

SE NOTIFICA ADEMAS que su incumplimiento de cumplir con esta notificación resultará en proceso civil, criminal o administrativo adicional de cesión al acto perjudicial al público y podria resultar en removimiento y destrucción de todas las casas rodantes con falta de permiso, y estructuras accesorias y la imposición de un gravamen sobre la propiedad en tema por gastos, inclusive honorarios de abogados y agentes relacionados con la ejecución de los reglamentos e instigación de las condiciones infringentes. En el momento de asesoría sobre los costos, se le proporcionará a Usted una oportunidad de oponerse a la razonabilidad de dichos costos. Falta de cumplimiento puede resultar además en la imposición de multas diarias civiles hasta \$10.000.00 por cada infracción.

Adicionalmente, un administrador judicial podría ser nombrado para coleccionar las rentas para asegurar el progreso hacia la corrección de los defectos o asistencia en la nueva colocación de los inquilinos, y a Usted se le podría obligar pagar beneficios de nueva colocación a sus inquilinos.

MINISTERIO DE EDIFICACION Y SEGURIDAD
Thomas H. Ingram, Director

Garry Shopshear
Agente Superintendente de Cumplimiento del Código

Adjuntos: Notificación de los Defectos
Notificación al Dueño/Inquilino de la Propiedad con respecto a la Notificación
De Requisitos de Alojamiento para Empleados

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Building and Safety Department

NOTICE OF VIOLATION

Date _____

TO: ALL OWNERS OF THE SUBJECT PROPERTY
[See attached Notice List]

DESCRIBED AS:

RE: CASE NO.: _____

NOTICE IS HEREBY GIVEN that the property owned or controlled by you described as _____ California, Assessor's Parcel Number(s) _____ is in violation of Riverside County Ordinance No. 348/457 and constitutes a public nuisance. The subject property is dangerous or injurious to the public because of the illegal occupancy or maintenance of unpermitted mobilehomes, unpermitted or substandard plumbing and electrical installations, failure to obtain a site prep permit and permit for employee housing or mobilehome park and failure to obtain Planning Department approval for a mobilehome park.

As an owner of record, you are ordered to correct the violations within thirty (30) days of the date of this notice by contacting the undersigned and performing the following:

- ___ Obtain Planning Department approval or obtain a permit to operate employee housing*; and
 - ___ Obtain a soils test and/or site preparation permit; and/or
 - ___ Correct the defects listed in the attached Notice of Defects.
- *The property must be zoned to allow agricultural use as a matter of right in order qualify as employee housing.

Or remove mobile homes from property.

___ In thirty (30) days from the date of this notice, an assessment will be made to determine whether you have made reasonable progress in complying with this order. Please provide the undersigned with the status of your progress in complying with this order within the next thirty (30) days.

___ Compliance must be completed by _____, thereafter a reinspection shall be performed.

NOTICE IS FURTHER GIVEN that your failure to comply with this notice could result in further civil, criminal or administrative proceedings for the abatement of the public nuisance and could result in the removal and destruction of all unpermitted mobilehomes, or accessory structures and the imposition of a lien on the subject property for costs, including officer and attorneys' fees, related to the enforcement of the ordinances and abatement of the violative conditions. At the time of the assessment of costs, you will be provided with an opportunity to object to the reasonableness of said costs. Failure to comply can also result in the imposition of civil penalties of up to \$10,000.00 per day per violation. Additionally, a receiver may be appointed to collect rents to ensure progress towards correcting defects or assist in the relocation of tenants, and you may be required to pay relocation benefits to your tenants.

DEPARTMENT OF BUILDING AND SAFETY
Thomas H. Ingram Director

Garry Shopshear
Supervising Code Enforcement Officer

enclosures: Notice of Defects
Notice to Property Owner/Tenants of Employee Housing Notification Requirements



EXHIBIT 9

ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The County of Riverside will replace all occupied and vacant occupiable lower income dwelling units demolished or converted to a use other than as lower income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(c)(1).

All replacement housing will be provided within three (3) years after the commencement of the demolition or conversion. Before entering into a contract committing the County of Riverside to provide funds for an activity that will directly result in demolition or conversion, the County of Riverside will make public by publication in a newspaper of general circulation and submit to the U.S. Department of Housing and Urban Development (HUD) the following information in writing:

- A. A description of the proposed assisted activity;
- B. The address, number of bedrooms, and location on a map of lower income housing that will be demolished or converted to a use other than as lower income housing as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversion;
- D. To the extent known, the address, number of bedrooms and location on a map of the replacement housing that has been or will be provided;
- E. The source of funding and a time schedule for the provision of the replacement housing;
- F. The basis for concluding that each replacement housing will remain a lower income housing for at least ten (10) years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g. a 2-bedroom unit with two 1-bedroom units) or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a difference size, is appropriate and consistent with the housing needs and priorities identified in the approved Riverside County Consolidated Plan.

To the extent that the specific location of the replacement housing and other data in items D through G are not available at the time of the general submission, the County of Riverside will identify the general location of such housing on a map and complete the disclosure and submission requirements as soon as the specific data is available.

The Riverside County Economic Development Agency (EDA) is responsible for tracking the replacement of lower income housing and ensuring that it is provided within the required period. The EDA is also responsible for providing relocation payments and other relocation assistance to any lower income persons displaced by the demolition of any housing or the conversion of lower income housing to another use.

Consistent with the goals and objectives of activities assisted under the Act, the County of Riverside will take the following steps to minimize the displacement of persons from their homes:

- A. Program funds will be used to assist activities that will result in the displacement of persons only as a last resort and only after it has been demonstrated that economic factors, sound planning, and environmental considerations indicate that not to proceed with the activity will have a negative impact on the County's overall Program. The relocation assistance standards requiring the County to provide substantial levels of assistance to persons displaced by HUD assisted programs constitutes the most effective anti-displacement policy. The County will proceed with a project involving the displacement of persons only after consultation with various County agencies and only after a determination that such action is in the best interest of the County and the Program; and
- B. Coordinate code enforcement with rehabilitation and housing assistance programs.



April 5, 2000

John Mealey, Executive Director
Coachella Valley Housing Coalition
45-701 Monroe Street, Suite G
Indio, CA 92201

RE: Villas Oscar Romero Project

Dear Mr. Mealey:


This letter is in regards to your request for funding assistance on the Villas Oscar Romero Project and the Associated Farm Worker Community Service Center.

As you know, the County is highly committed to providing improved housing and social services to agricultural workers in the Coachella Valley. The proposed project, which consists of 50 multi-family units for Migrant Families and a Services Center, would greatly enhance our mutual efforts toward improving living conditions for migrant workers. Consequently, we are pleased to offer our support and preliminary funding approval of \$1.5 for this project.

Please be advised that the Board of Directors of the Riverside County Redevelopment Agency is the only entity with the authority to approve funding for your project. Upon receipt of a complete application, we will proceed with preparation of the appropriate documents and will recommend that the Board approve assistance as outlined in this letter.

We look forward to working with you to bring this project to fruition. If you have any questions, please call Deanna Lorson of my staff at (909) 955-8916.

Sincerely,


Bradley J. Hudson
Executive Director

cc: Supervisor Roy Wilson, 4th District
Belinda McLaughlin, Deputy Director, EDA Indio Office

BJH:df

CONDADO DE RIVERSIDE
AGENCIA DE TRANSPORTE Y
CONTROL DE TERRENO

Ministerio de Edificación y Seguridad

NOTIFICACION DE INFRACCION

Fecha _____

PARA: TODO DUEÑO DE PROPIEDAD EN TEMA
[Véase la Lista de Notificación Adjunta]

DESCRITA ASI:

CON REFERENCIA: NUMERO DEL CASO: _____

POR MEDIO DE LA PRESENTE SE NOTIFICA Que la propiedad perteneciente o bajo su control descrita como _____ California, bajo el Número(s) de Lote _____ del Tasador se encuentra bajo infracción del Reglamento del Condado de Riverside. Número 348/457 y constituye un acto perjudicial. La propiedad en tema es peligrosa o injuriosa al público por motivo de la tenencia ilícita o mantenimiento de casas rodantes sin consentimiento, instalaciones electricas o de cañería sin consentimiento o de normas inferiores, el fallo de obtener el permiso para la preparación del sitio y permiso para alojamiento de empleados o estacionamiento de casas rodantes y omisión de obtener aprobación de parte del Ministerio de Planificación para un lugar de estacionamiento para casas rodantes.

Como dueño inscrito en el expediente, se le ordena corregir las infracciones dentro de treinta (30) días a partir de la fecha de esta notificación comunicándose con el abajo firmante y cumpliendo con lo siguiente:

- Obtenga aprobación de parte del Ministerio de Planificación u obtenga un permiso para manejar alojamiento para empleados* y
- Obtenga un permiso para la preparación del sitio; y/o
- Corrección de los defectos indicados en la Notificación de Defectos.
*La propiedad debe de estar zonificada para permitir uso agrícola como asunto de derecho para calificar como alojamiento para empleados.

O, quitar las casas rodantes de la propiedad.

— En treinta (30) días de la fecha de esta notificación, se celebrará un asesamiento para determinar si usted a hecho el progreso razonable en cumplimiento con esta orden. Por favor de proveer al infrascrito el estatus de su progreso en cumplimiento con esta orden dentro de los próximos treinta (30) días.

— Cumplimiento deberá estar completo para _____, de allí en adelante se celebrará una nueva inspección.

SE NOTIFICA ADEMÁS que su incumplimiento de cumplir con esta notificación resultará en proceso civil, criminal o administrativo adicional de cesión al acto perjudicial al público y podría resultar en removimiento y destrucción de todas las casas rodantes con falta de permiso, y estructuras accesorias y la imposición de un gravamen sobre la propiedad en tema por gastos, inclusive honorarios de abogados y agentes relacionados con la ejecución de los reglamentos e instigación de las condiciones infringentes. En el momento de asesoría sobre los costos, se le proporcionará a Usted una oportunidad de oponerse a la razonabilidad de dichos costos. Falta de cumplimiento puede resultar además en la imposición de multas diarias civiles hasta \$10,000.00 por cada infracción.

Adicionalmente, un administrador judicial podría ser nombrado para coleccionar las rentas para asegurar el progreso hacia la corrección de los defectos o asistencia en la nueva colocación de los inquilinos, y a Usted se le podría obligar pagar beneficios de nueva colocación a sus inquilinos.

MINISTERIO DE EDIFICACION Y SEGURIDAD
Thomas H. Ingram, Director

Garry Shopshear
Agente Superintendente de Cumplimiento del Código

Adjuntos: Notificación de los Defectos
Notificación al Dueño/Inquilino de la Propiedad con respecto a la Notificación
De Requisitos de Alojamiento para Empleados

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Building and Safety Department

NOTICE OF VIOLATION

Date _____

TO: **ALL OWNERS OF THE SUBJECT PROPERTY**
[See attached Notice List]

DESCRIBED AS:

RE: CASE NO.: _____

NOTICE IS HEREBY GIVEN that the property owned or controlled by you described as _____ California, Assessor's Parcel Number(s) _____ is in violation of Riverside County Ordinance No. 348/457 and constitutes a public nuisance. The subject property is dangerous or injurious to the public because of the illegal occupancy or maintenance of unpermitted mobilehomes, unpermitted or substandard plumbing and electrical installations, failure to obtain a site prep permit and permit for employee housing or mobilehome park and failure to obtain Planning Department approval for a mobilehome park.

As an owner of record, you are ordered to correct the violations within thirty (30) days of the date of this notice by contacting the undersigned and performing the following:

- ___ Obtain Planning Department approval or obtain a permit to operate employee housing*;
and
- ___ Obtain a soils test and/or site preparation permit; and/or
- ___ Correct the defects listed in the attached Notice of Defects.

*The property must be zoned to allow agricultural use as a matter of right in order qualify as employee housing.

Or remove mobile homes from property.

___ In thirty (30) days from the date of this notice, an assessment will be made to determine whether you have made reasonable progress in complying with this order. Please provide the undersigned with the status of your progress in complying with this order within the next thirty (30) days.

___ Compliance must be completed by _____, thereafter a reinspection shall be performed.

NOTICE IS FURTHER GIVEN that your failure to comply with this notice could result in further civil, criminal or administrative proceedings for the abatement of the public nuisance and could result in the removal and destruction of all unpermitted mobilehomes, or accessory structures and the imposition of a lien on the subject property for costs, including officer and attorneys' fees, related to the enforcement of the ordinances and abatement of the violative conditions. At the time of the assessment of costs, you will be provided with an opportunity to object to the reasonableness of said costs. Failure to comply can also result in the imposition of civil penalties of up to \$10,000.00 per day per violation. Additionally, a receiver may be appointed to collect rents to ensure progress towards correcting defects or assist in the relocation of tenants, and you may be required to pay relocation benefits to your tenants.

DEPARTMENT OF BUILDING AND SAFETY
Thomas H. Ingram Director

Garry Shopshear
Supervising Code Enforcement Officer

enclosures:

Notice of Defects

Notice to Property Owner/Tenants of Employee Housing Notification Requirements



EXHIBIT 11

RIVERSIDE
COUNTY



Economic & Community Development ❖ Aviation ❖ Redevelopment ❖ Job Training ❖ Housing ❖ County Fair & National Date Festival
3525 Fourteenth Street ❖ Riverside, CA 92501-3813 ❖ Telephone 909-955-6664 ❖ Facsimile 909-955-6659

March 31, 2000

Mary E. Belardo
Chairwoman
Torres Martinez Desert Cahuilla Indians
PO Box 1160
Thermal CA 92274

Subject: Migrant and Farmworker Housing Village

Dear Mary:

As you know, Riverside County is extremely interested in improving the living conditions for agricultural workers in the Coachella Valley. Over the last few years, we have invested heavily in creating housing opportunities for low-income individuals through a variety of single-family, multi-family and mobile home improvement projects. Your proposed project complements and enhances the work the County has completed and is entirely consistent with our future plans.

Through this letter, I wish to offer our support of your efforts to improve the quality of farmworker housing located on tribal lands. The emerging partnership between the tribe, HUD, USDA and the County is a unique example of governments working together to solve difficult problems. It is in this spirit of cooperation that I would also like to offer a CDBG grant in the amount of \$750,000 which can be used as matching funds for this project. In addition, I will make my grantwriting staff available to assist in any way you deem necessary.

In closing, the County is fully supportive of your efforts and we are available to assist you upon your request. If you would like to meet with us to discuss these items further, please contact me at 909/955-6664.

Sincerely,

Bradley J. Hudson
Assistant County Executive Officer/EDA

BJH:vic

Copy: Supervisor Roy Wilson

EXHIBIT 12

May __, 2000

TO MOBILE HOME PARK AND EMPLOYEE HOUSING FACILITY OWNERS AND THEIR TENANTS:

During 1998 through February of 1999, the County of Riverside, Department of Building and Safety issued a number of Notices of Violation to mobile home parks and employee housing facilities within the Coachella Valley for substandard conditions and failure to obtain the required building and safety, environmental health or planning permits.

The purpose of this letter is to notify you that the County has rescinded the above referenced Notices of Violation.

This does not mean, however, if subsequent inspections disclose that the substandard conditions continue to exist or the required permits have not been obtained, that no further enforcement action will occur. Any later enforcement action will not be based on the rescinded Notice of Violation or the prior inspection(s).

Should you have any questions in this regard, please contact the County's Employee Housing and Mobile home Park Ombudsman, Leah Rodriguez at _____ or the California Rural Legal Assistance at _____.

* This will be translated into Spanish.



EXHIBIT 13

FOR MORA / PEREZ PARKS:

May ____, 2000

Dear (Name of Complainant):

On or about August 27, 1998 / October 28, 1997 the Riverside County Department of Building and Safety issued a Notice of Violation which was served on the owner and occupants of the mobile home park. The Notice of Violation erroneously contained an order to vacate the mobile homes and disconnect them from utilities. The County rescinded the erroneous orders to vacate, but the issuance of these notices had already created anxiety and confusion within the community that the County was summarily closing unpermitted and substandard mobile home parks and employee housing facilities.

Allegations have also been made that the County has discriminated against Hispanics in its enforcement actions concerning unpermitted and substandard mobile home parks and employee housing facilities in the Coachella Valley.

Please be advised that the County does not condone discrimination or discriminatory practices in any form. We apologize for any inconvenience, anxiety or confusion which you may have suffered as a result of receiving these erroneous notices.

The County would like to ensure that no racially discriminatory practices occur. Should you feel that you are being discriminated against by the County or one of its employees because you are Hispanic, please contact Leah Rodriguez, the Riverside County Ombudsman for Employee Housing and Mobile Home Parks at _____ or California Rural Legal Assistance at _____.

Very truly yours,

Roy Wilson
Supervisor of the County of Riverside

cc: David Saldivar, Esq., CRLA

* This will be translated into Spanish.

FOR HERNANDEZ PARK:

May ____, 2000

Dear (Name of Complainant):

On or about August 27, 1998 / October 28, 1997 the Riverside County Department of Building and Safety issued a Notice of Violation which was served on the owner and occupants of two (Mora and Perez) mobile home parks. The County subsequently filed a lawsuit against the tenants and owner of the Hernandez park. The Notice of Violation erroneously contained an order to vacate the mobile homes and disconnect them from utilities. The County rescinded the erroneous orders to vacate, but the issuance of these notices had already created anxiety and confusion within the community that the County was summarily closing unpermitted and substandard mobile home parks and employee housing facilities.

Allegations have also been made that the County has discriminated against Hispanics in its enforcement actions concerning unpermitted and substandard mobile home parks and employee housing facilities in the Coachella Valley.

Please be advised that the County does not condone discrimination or discriminatory practices in any form. We apologize for any inconvenience, anxiety or confusion which you may have suffered as a result of these erroneous notices.

The County would like to ensure that no racially discriminatory practices occur. Should you feel that you are being discriminated against by the County or one of its employees because you are Hispanic, please contact Leah Rodriguez, the Riverside County Ombudsman for Employee Housing and Mobile Home Parks at _____ or California Rural Legal Assistance at _____.

Very truly yours,

Roy Wilson
Supervisor of the County of Riverside

cc: David Saldivar, Esq., CRLA

* This will be translated into Spanish.

Benjamin Hernandez Mobilehome Park
 88-750 Aveneu 62
 Thermal, CA 92274

| Name | Title VIII# | Title VI# |
|--------------------------|--------------|--------------|
| Adela Gil | 09-99-0419-8 | 09-99-0029-6 |
| Sotero Bautista | 09-99-0418-8 | 09-99-0028-6 |
| Gloria Mancilla | 09-99-0420-8 | 09-99-0030-6 |
| Manuel Zepeda | 09-99-0421-8 | 09-99-0031-6 |
| Rogelio Vargas Rivas | 09-99-0422-8 | 09-99-0032-6 |
| Rosario Vargas | 09-99-0423-8 | 09-99-0033-6 |
| Arnulfo Aguilera Magana | 09-99-0424-8 | 09-99-0034-6 |
| Esther Robledo Camacho | 09-99-0425-8 | 09-99-0035-6 |
| Macario Bravo | 09-99-0426-8 | 09-99-0036-6 |
| Eufrocina Barragan | 09-99-0427-8 | 09-99-0037-6 |
| Roque Cabrera | 09-99-0428-8 | 09-99-0038-6 |
| Jose Corona | 09-99-0429-8 | 09-99-0039-6 |
| Maria Corona | 09-99-0431-8 | 09-99-0041-6 |
| Rene Castilla | 09-99-0430-8 | 09-99-0040-6 |
| Ana Maria Beltran | 09-99-0432-8 | 09-99-0042-6 |
| Jose Luis Bermejo | 09-99-0433-8 | 09-99-0043-6 |
| Vicente Aceves | 09-99-0434-8 | 09-99-0044-6 |
| Maria Del Refugio Aceves | 09-99-0435-8 | 09-99-0045-6 |

**families are designated by separation lines

Martha Mora Mobilehome Park
76-250 Highway 195
Thermal, CA 92274

| Name | Title VIII # | Title VI # |
|------------------|--------------|-------------------|
| Salvador Arroyo | 09-98-2570-8 | |
| Catalina Lopez | 09-98-2575-8 | 09-99-11-0008-300 |
| Alejandrina Real | 09-98-2577-8 | 09-99-11-0010-300 |
| Maria Sanchez | 09-98-2579-8 | 09-99-11-0012-300 |
| Hortencia Gopar | 09-98-2580-8 | 09-99-11-0013-300 |
| Alejandro Lopez | 09-98-2586-8 | 09-99-11-0014-300 |

Jose Perez Mobilehome Park
66-850 Martinez Road
Thermal, CA 92274

| Name | Title VIII # | Title VI# |
|------------------------|--------------|-------------------|
| Jose Saldivar | 09-98-2578-8 | 09-99-11-0010-300 |
| Maria G. Pinedo | 09-98-2576-8 | 09-99-11-0009-300 |
| Rita Contreras Benitez | 09-98-2572-8 | 09-99-11-0005-300 |
| Santos Duarte | 09-98-2573-8 | 09-99-11-0006-300 |
| Claudia Duarte | 09-98-2571-8 | 09-99-11-0004-300 |
| Maria Hernandez | 09-98-2574-8 | 09-99-11-0007-300 |

