

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



878

FROM: Economic Development Agency

SUBMITTAL DATE:
August 13, 2009

SUBJECT: Execution of 2009-2010 Community Development Block Grant (CDBG) and Emergency Shelter Grant (ESG) Subrecipient Agreements.

RECOMMENDED MOTION: That the Board of Supervisors authorizes the Assistant County Executive Officer/EDA or his designee to execute CDBG Sponsor's Agreements, CDBG Supplemental Agreements, and ESG Agreements by and between the County and the subrecipients in the forms attached as Exhibit A in accordance with the approved 2009-2010 One-Year Action Plan.

BACKGROUND:

On May 12, 2009, the Board approved the 2009-2010 One-Year Action Plan. The approved Action Plan establishes how, and to whom, the County will allocate the \$8,879,061 of CDBG funds and \$458,500 of ESG funds. In order to implement and carry out the activities listed in the Action Plan, the County must enter into agreements with the various CDBG and ESG subrecipients.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: 2009-2010 Community Development Block Grant (CDBG) and Emergency Shelter Grant (ESG) Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 8/20/09
Departmental Concurrence

Policy

Consent

Dept's Recomm.:
Per Exec. Ofc.:

Aug 13 2009 10:28:13

Prev. Agn. Ref.: 16.2 of 4/7/09, 3.9 of 5/12/09	District: All	Agenda Number:
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3.54

Form 11 - Execution of 2009-2010 CDBG and ESG Subrecipient Agreements

August 13, 2009

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The 2009-2010 Action Plan will require the execution of eighty-five (85) subrecipient agreements: 13 Supplemental Agreements; 14 ESG Agreements; and 58 Sponsor's Agreements.

FINANCIAL:

The CDBG and ESG programs are 100% federally-funded through HUD's CPD Programs. Portions of these grants include funding for administrative costs. No County General Funds will be used to administer these federal grants.

EXHIBIT A (Attached)

1. CDBG Sponsor's Agreement Template
2. CDBG Supplemental Agreement Template
3. ESG Agreement Template

EXHIBIT A

FORM 11 - Execution of 2009-2010 CDBG and ESG Subrecipient Agreements

1. CDBG Sponsor's Agreement Template
2. CDBG Supplemental Agreement Template
3. ESG Agreement Template

**SUPPLEMENTAL AGREEMENT FOR THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

The COUNTY OF RIVERSIDE of the State of California, herein called, "COUNTY," and the CITY OF «CITY», herein called "CITY," mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 12, 2005, whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act". Said Cooperation Agreement, dated July 12, 2005, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum o. «Proposal_Number», CDBG Entitlement Funds, as specifically identified in Exhibits A, B, C, D, E, F, G, H and I are attached hereto and by this reference are incorporated herein, for the projects:

- «Project Number» «Project Name», «Total Granted Funding».
- «Next Record»«Project Number» «Project Name», «Total Granted Funding».
- «Next Record»«Project Number» «Project Name», «Total Granted Funding».
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FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 8/20/09

For scanning

1 «Next Record»«Project Number» «Project Name», «Total Granted Funding».

2 «Next Record»«Project Number» «Project Name», «Total Granted Funding».

3 «Next Record»«Project Number» «Project Name», «Total Granted Funding».

4 «Next Record»«Project Number» «Project Name», «Total Granted Funding».

5 «Next Record»«Project Number» «Project Name», «Total Granted Funding».

6 «Next Record»«Project Number» «Project Name», «Total Granted Funding».

7 3. TERM OF AGREEMENT. The term of this Agreement for the projects shall
8 be for a period of one (1) year from July 1, 2009 to June 30, 2010, and proceed consistent with
9 the completion schedule set forth in Exhibits A, B, C, D, E, F, G, H and I. In the event that the
10 projects are not substantially completed by the time set forth in the completion schedule due to
11 unforeseen or uncontrollable causes, the COUNTY may consider extending the schedule for the
12 completion of the project. Times of performance for other activities may also be extended in
13 writing by COUNTY. If substantial progress toward completion in conformance with the
14 completion schedule, as determined by COUNTY, of the projects are not made during the term
15 of the Supplemental Agreement, COUNTY may suspend or terminate this agreement by the
16 procedures set forth in the Section titled "Termination", of this agreement and the entitlement
17 funds associated with the projects may be reprogrammed by COUNTY after appropriate notice
18 is given.

19 4. DISPOSITION OF FUNDS.

20 a. COUNTY's Board of Supervisors shall determine the final disposition and
21 distribution of all funds received by COUNTY under the Act consistent with the provisions of
22 Paragraphs 2 and 3 of this Agreement. COUNTY, through its Economic Development Agency,
23 shall: (1) Make payment of the grant funds to CITY as designated in Exhibits A, B, C, D, E, F,
24 G, H and I; and (2) It is the CITY's responsibility to monitor all project activities of Exhibits A,
25 B, C, D, E, F, G, H and I to ensure compliance with applicable federal regulations and the
26 terms of this Agreement.

27 b. CITY shall comply with timely drawdown of CDBG funds by
28

1 expeditiously implementing and completing County-approved, CDBG-funded projects. CITY
2 acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall
3 program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 15,
4 2009, exceeds two-times (200%) the CITY's 2008-2009 CDBG allocation, the COUNTY may
5 take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary
6 actions include reprogramming the excess CDBG fund balance to other eligible activities as
7 selected by COUNTY. COUNTY may authorize CITY in writing, prior to January 15, 2009, to
8 exceed the CDBG fund balance requirement.

9 c. CITY shall comply with timely drawdown of funds by submitting
10 monthly requests for reimbursement or other County-approved reimbursement schedule. All
11 disbursements of grant funds will be on a reimbursement basis and made within thirty (30) days
12 after the CITY has submitted its letter identifying payments and documentation supporting
13 expenditures.

14 d. All authorized obligations incurred in the performance of the Agreement
15 for projects eligible under the following regulations must be reported to COUNTY no later than
16 by June 15, 2009:

- 17 a. Public Services [24 CFR 570.201 (e)]
- 18 b. Acquisition [24 CFR 570.201 (a)]
- 19 c. Clearance Activities [24 CFR 570.201 (d)]
- 20 d. Interim Assistance [24 CFR 570.201 (f)]
- 21 e. Code Enforcement [24 CFR 570.202 (c)]

22 All other eligible activities under this Agreement must be implemented, completed, and
23 obligations reported by the CITY no later than the completion schedules set forth in the Exhibits
24 to this Agreement.

25 [OPTIONAL TEXT] The COUNTY will directly manage and monitor projects identified
26 in Exhibits A, B, C, D, E, F, G, H and I. These projects have been determined to be of
27 Countywide benefit, receiving grant funding from multiple sources; therefore, these projects will
28 be managed and monitored by the COUNTY.

1 5. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with
2 COUNTY in undertaking essential community development and housing assistance activities,
3 specifically urban renewal and public assistance housing, and shall assist COUNTY in carrying
4 out its Strategic Plan of the Consolidated Plan and other requirements of the Community
5 Development Block Grant Program.

6 6. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
7 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Section 15051(d) of Title 14 of the
8 California Administrative Code, CITY is designated as the lead agency for the projects that are
9 the subject matter of this Agreement.

10 7. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the
11 provisions of Section 895.2 of the California Government Code imposing certain tort liability
12 jointly upon public entities solely by reason of such entities being parties to an agreement as
13 defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in
14 Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages
15 including, but not limited to, claims, demands, losses, liabilities, costs and expenses including
16 reasonable attorneys fees, resulting from the negligent or wrongful acts or omissions of their
17 employees or agents in the performance of this Agreement, and each Party shall indemnify,
18 defend and hold harmless the other Parties from such claims, demands, damages, losses or
19 liabilities for their negligence⁸. INSURANCE. Without limiting or diminishing the
20 CITY'S obligation to indemnify or hold the COUNTY harmless, CITY shall procure and
21 maintain or cause to be maintained, at its sole cost and expense, the following insurance
22 coverage's during the term of this Agreement.

23 A. Workers' Compensation:

24 If the CITY has employees as defined by the State of California, the CITY shall maintain
25 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
26 of California. Policy shall include Employers' Liability (Coverage B) including Occupational
27 Disease with limits not less than \$1,000,000 per person per accident. The policy shall be
28

1 endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide
2 a Borrowed Servant/Alternate Employer Endorsement.

3 B. Commercial General Liability:

4 Commercial General Liability insurance coverage, including but not limited to, premises
5 liability, contractual liability, products and completed operations liability, personal and
6 advertising injury, and cross liability coverage, covering claims which may arise from or out of
7 CITY 'S performance of its obligations hereunder. Policy shall name the County of Riverside, its
8 Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board
9 of Supervisors, employees, elected or appointed officials, agents or representatives as Additional
10 Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
11 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
12 agreement or be no less than two (2) times the occurrence limit.

13 C. Vehicle Liability:

14 If vehicles or mobile equipment are used in the performance of the obligations under this
15 Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired
16 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If
17 such insurance contains a general aggregate limit, it shall apply separately to this agreement or
18 be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its
19 Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board
20 of Supervisors, employees, elected or appointed officials, agents or representatives as Additional
21 Insureds.

22 D. General Insurance Provisions - All lines:

23 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the
24 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
25 requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager
26 waives a requirement for a particular insurer such waiver is only valid for that specific insurer
27 and only for one policy term.
28

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

9 3) CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with
10 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
11 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in
12 writing by the County Risk Manager, provide original Certified copies of policies including all
13 Endorsements and all attachments thereto, showing such insurance is in full force and effect.
14 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance
15 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to
16 any material modification, cancellation, expiration or reduction in coverage of such insurance.
17 In the event of a material modification, cancellation, expiration, or reduction in coverage, this
18 Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such
19 effective date, another properly executed original Certificate of Insurance and original copies of
20 endorsements or certified original policies, including all endorsements and attachments thereto
21 evidencing coverage's set forth herein and the insurance required herein is in full force and
22 effect. *CITY shall not commence operations until the COUNTY has been furnished original*
23 *Certificate (s) of Insurance and certified original copies of endorsements and if requested,*
24 *certified original policies of insurance including all endorsements and any and all other*
25 *attachments as required in this Section.* An individual authorized by the insurance carrier to do
26 so on its behalf shall sign the original endorsements for each policy and the Certificate of
27 Insurance.

28 4) It is understood and agreed to by the parties hereto that the CITY 'S insurance shall be

1 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-
2 insured retention's or self-insured programs shall not be construed as contributory.

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

11 6) CITY shall pass down the insurance obligations contained herein to all tiers of
12 subcontractors working under this Agreement.

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

15 8) CITY agrees to notify COUNTY of any claim by a third party or any incident or event
16 that may give rise to a claim arising from the performance of this Agreement

17 9. RECORDS AND INSPECTIONS.

18 a. CITY shall establish and maintain records in accordance with 24 CFR Part
19 570, Part 85, OMB Circular A-87, and 24 CFR 91.105, as applicable, and as they relate to the
20 acceptance and use of federal funds under this Agreement.

21 b. CITY shall maintain a separate account for CDBG Entitlement funds
22 received as set forth in Exhibits (A, B, C, D, E, F, G, H and I).

23 c. CITY shall, during the normal business hours, make available to
24 COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other authorized
25 representative, for the examination and copying, all of its records and other materials with
26 respect to matters covered by this Agreement.

27 d. CITY shall not retain any program income as defined in Section 570.500
28 of Title 24 of the Federal Code of Regulations. Said program income shall be used only for the

1 activities that are the subject of this Agreement. Further, all provisions of this Agreement shall
2 apply to such activities.

3 e. The CITY shall ensure that at least fifty-one percent (51%) of the persons
4 benefiting from all CDBG-funded activities or projects designated as serving limited clientele
5 [570.208(a)(2)(i)] are of low and moderate-income and meet the program income guidelines
6 attached as Exhibits (A, B, C, D, E, F, G, H and I). The CITY and City's Sub-recipients must
7 provide the required income certification and direct benefit documentation.

8 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal,
9 state, and local laws, regulations, and ordinances and any amendments thereto and the federal
10 regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY
11 is to comply with those regulations found in Part 85 and Part 570 of Title 24 of the Code of
12 Federal Regulations. CITY is to comply with OMB Circular A-87, or any subsequent
13 replacement. CITY is to abide by the provisions of the Community Development Block Grant
14 Manual, prepared by COUNTY and cited in the above-mentioned Cooperation Agreement.
15 CITY will comply with Section 3 of the Housing & Urban Development Act of 1968, as
16 amended, attached hereto as Exhibit "S". CITY will comply with the provisions of 24 CFR Part
17 570.200 (j), attached as Exhibit "R," pertaining to inherently religious activities.

18 11. INDEPENDENT CONTRACTOR. CITY and its agents, servants, and employees
19 shall act at all times in an independent capacity during the term of this Agreement, and shall not
20 act as, shall not be, nor shall they in any manner be construed to be agents, officers, or
21 employees of the COUNTY.

22 12. TERMINATION.

23 a. CITY. CITY may not terminate this Agreement except upon express
24 written consent of COUNTY.

25 b. COUNTY. Notwithstanding the provisions of Paragraph 11a, COUNTY
26 may suspend or terminate this Agreement upon written notice to CITY of action being taken and
27 the reason for such action:

28 (1) In the event CITY fails to perform the covenants herein contained

1 at such times and in such manner as provided in this Agreement; and

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

5 (3) In the event the funding from the Department of Housing and
6 Urban Development referred to in Paragraphs 1 and 2 above is terminated or otherwise becomes
7 unavailable.

8 c. Upon suspension of this Agreement, CITY agrees to return any
9 unencumbered funds which it has been provided by COUNTY. In accepting said funds,
10 COUNTY does not waive any claim or cause of action it may have against CITY for breach of
11 this Agreement.

12 d. Reversion of Assets

13 1. Upon expiration of this Agreement, the CITY shall transfer to the
14 COUNTY any CDBG funds on hand at the time of expiration of the Agreement as well as any
15 accounts receivable held by CITY which are attributable to the use of CDBG funds awarded
16 pursuant to this Agreement.

17 2. Any real property under the CITY'S control that was acquired or
18 improved in whole or in part with CDBG funds (including CDBG funds provided to the
19 SPONSOR in the form of a loan) in excess of \$25,000 is either:

20 (i) Used to meet one of the National Objectives in Sec.
21 570.208 until five years after expiration of this agreement, or for such longer period of time as
22 determined to be appropriate by the COUNTY; or

23 (ii) Not used in accordance with Section (i) above, in which
24 event the SPONSOR shall pay to the COUNTY an amount equal to the current market value of
25 the property less any portion of the value attributable to expenditures of non-CDBG funds for the
26 acquisition of, or improvement to, the property.

27 13. NONDISCRIMINATION. CITY shall abide by Sections 570.601 and 570.602 of
28 Title 24 of the Federal Code of Regulations which requires that no person in the United States

1 shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be
2 denied the benefits of, or be subjected to discrimination under any program or activity funded in
3 whole or in part with Community Development funds.

4 14. PROHIBITION AGAINST CONFLICTS OF INTEREST

5 a. CITY and its assigns, employees, agents, consultants, officers and elected
6 and appointed officials shall become familiar with and shall comply with the CDBG regulations
7 prohibiting conflicts of interest contained in 24 CFR 570.611, attached hereto as Exhibit "CI"
8 and by this reference incorporated herein.

9 b. CITY and its assigns, employees, agents, consultants, officers, and elected
10 and appointed officials shall become familiar with and shall comply with Section A-11 of the
11 County's CDBG Policy manual, attached hereto as Exhibit "CI" and by this reference
12 incorporated herein.

13 c. CITY understands and agrees that no waiver of exception can be granted
14 to the prohibition against conflict of interest except upon written approval of HUD pursuant to
15 24 CFR 570.611 (d). Any request by CITY for an exception shall first be reviewed by COUNTY
16 to determine whether such request is appropriate for submission to HUD. In determining whether
17 such request is appropriate for submission to HUD, COUNTY will consider the factors listed in
18 24 CFR 570.611 (e).

19 d. Prior to any funding under this Agreement, CITY shall provide COUNTY
20 with a list of all employees, agents, consultants, officers and elected and appointed officials who
21 are in a position to participate in a decision making process, exercise any functions or
22 responsibilities, or gain inside information with respect to the CDBG activities funded under this
23 Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including
24 even the appearance of conflict that may arise with respect to the CDBG activities funded under
25 this Agreement.

26 e. Any violation of this section shall be deemed a material breach of this
27 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

28 15. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no

1 liability for any later determination by the United States Government, the Department of
2 Housing and Urban Development or any other person or entity that CITY is or is not eligible
3 under 24 CFR Part 570 to receive CDBG funds.

4 16. USE OF PROPERTY. Whenever federal CDBG funds or program income are
5 used, in whole or in part, for the purchase of equipment or personal property, the property shall
6 not be transferred from its originally funded use, by CITY or sub-recipient, for a period of five
7 (5) years from the close-out date of the grant from which CDBG assistance was provided. The
8 CITY shall maintain a current inventory for COUNTY monitoring and review.

9 17. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY
10 agrees to notify and to require any lessee or assignee to notify Riverside County Workforce
11 Development Center of any and all job openings that are caused by this project.

12 18. PUBLICITY. Any publicity generated by CITY for the project funded pursuant to
13 this Agreement, during the term of this Agreement, will make reference to the Contribution of
14 the County of Riverside, the Economic Development Agency, and the Community Development
15 Block Grant Program in making the project possible.

16 19. PROGRAM MONITORING AND EVALUATION. CITY and its sub-recipients
17 shall be monitored and evaluated in terms of its effectiveness and timely compliance with the
18 provisions of this Agreement and the effective and efficient achievement of the Program
19 Objectives. Quarterly reports shall be due on the last day of the month immediately following the
20 end of the quarter being reported. The quarterly written reports shall include, but shall not be
21 limited to, the following data elements:

22 a. Title of program, listing of components, description of
23 activities/operations.

24 b. The projected goals, indicated numerically, and also the goals achieved
25 (for each report period). In addition, identify by percentage and description, the progress
26 achieved towards meeting the specified goals and identify any problems encountered in meeting
27 goals.

28 c. If the CDBG-funded Activity meets a National Objective under 24 CFR

1 570.208 (a)(2)(i), CITY will report the following:

2 1) Total number of direct beneficiaries (clientele served) with
3 household incomes at:

- 4 • Above 80% MHI
- 5 • Between 50% and 80% MHI (Low-Income)
- 6 • Between 30% and 50% MHI (Very Low-Income)
- 7 • Less than 30% MHI (Extremely Low-Income)

8 2) Total number and percent (%) of the clientele served that have
9 household incomes at or below 80% MHI

10 3) Racial ethnicity of clientele

11 4) Number of Female-Headed Households

12 CITY and its sub-recipients shall report beneficiary statistics monthly to EDA on the pre-
13 approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and
14 racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by EDA should
15 HUD implement changes during the term of this agreement.

16 CITY and sub-recipients will collect and provide all necessary data required by HUD
17 pertaining to the Specific Outcome Indicators as identified in the CPD Outcome Performance
18 Measurement System.

19 20. SOURCE OF FUNDING. CITY acknowledges that the source of funding
20 pursuant to this Agreement is Community Development Block Grant (CFDA 14.218).

21 21. ENTIRE AGREEMENT. It is expressly agreed that this Agreement together with
22 the cooperation Agreement between the parties, embodies the entire agreement of the parties in
23 relation to the subject matter thereof, and that no other Agreement or understanding, verbal or
24 otherwise, relative to this subject matter, exists between the parties at the time of execution.

25 22. MINISTERIAL ACTS. The Assistant County Executive Officer/EDA or
26 designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to
27 implement the terms, provisions, and conditions of this Agreement as it may be amended from
28 time to time by COUNTY.

1 23. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval
2 from the Economic Development Agency prior to implementing the following "high risk"
3 activities funded with CDBG assistance:

- 4 a. Construction of public facilities (project plans and specifications);
- 5 b. Acquisition of real property;
- 6 c. Historic Preservation;
- 7 d. Relocation; and
- 8 e. Economic Development

9 23. MODIFICATION OF AGREEMENT. This Agreement may be modified or
10 amended only by a writing signed by the duly authorized and empowered representative of
11 COUNTY and CITY respectively.

12
13
14 IN WITNESS WHEREOF, the COUNTY and the SPONSOR have executed this Agreement as
15 of the date listed below.

16
17 DATED: _____

18
19
20 COUNTY OF RIVERSIDE

CITY OF «CITY»

21
22 By: _____
23 Robert Field
24 Assistant County Executive Officer/EDA

By: _____
Mayor

25 SH:JT:mmv

**AGREEMENT FOR THE USE OF
EMERGENCY SHELTER GRANT FUNDS**

THIS AGREEMENT, entered into this _____ day of _____ 2009, by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and «SPONSOR», a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT",

WITNESSETH:

WHEREAS, pursuant to Subtitle B of the Stewart B. McKinney Homeless Assistance Act of 1987 (Public Law 100-77, hereinafter referred to as the "Act"), COUNTY has been awarded Emergency Shelter Grant ("ESG") Program funds which are to be used to improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, and to provide certain essential social services to homeless individuals and families; and

WHEREAS, COUNTY is authorized to contract with subrecipient organizations for the use of ESG funds to provide various services for homeless individuals and families; and

WHEREAS, SUBRECIPIENT as a nonprofit corporation is eligible under the Act to receive ESG funds to provide those services as described herein;

WHEREAS, SUBRECIPIENT is eligible under the Act to receive ESG funds to perform those activities described herein; and

WHEREAS, the SUBRECIPIENT has submitted its proposal to the COUNTY for funding the activities described herein;

NOW, THEREFORE, the COUNTY AND SUBRECIPIENT mutually agree as follows:

- SCOPE OF SERVICES. SUBRECIPIENT promises and agrees to provide certain emergency shelter grant program services for homeless persons, by utilizing the sum of «ESGGrantedFunding», ESG Program funds, as set forth and in the manner provided in Exhibit "A" which is attached hereto and by this reference incorporated herein. SUBRECIPIENT shall also provide homeless individuals with assistance in obtaining (1) appropriate supportive services, including permanent housing, physical health treatment, mental health treatment, counseling, supervision, and other essential services to achieve independent living; and (2) other federal, state, local, and private assistance available for such

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 8/21/09

1 individuals. Any and all services provided hereunder shall be in full conformity with the Act
2 and any amendments thereto and the federal regulation and guidelines now or hereinafter
3 enacted pursuant to the Act.

4 2. TERM. The term of this Agreement shall be for a period commencing on July 1,
5 2008, and terminating on June 30, 2010, unless sooner terminated as provided in Paragraph 5
6 herein.

7 3. DISTRIBUTION OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT
8 the sum specified in Paragraph 1 above on a reimbursable basis for all approved costs. The
9 SUBRECIPIENT shall submit not more often than monthly to the ESG Administrator of
10 County a certified statement setting forth in detail the expenditures made for which it is asking
11 reimbursement along with pertinent supporting documentation. The COUNTY shall promptly
12 review the monthly expenditure statement and reimburse the SUBRECIPIENT for the
13 approved costs in accordance with its usual accounting procedures. The COUNTY may
14 require from SUBRECIPIENT such supporting documentation as may be necessary and
15 appropriate for the COUNTY to make its determination as to allowable costs. Each
16 disbursement of ESG funds shall be made within thirty (30) days after SUBRECIPIENT has
17 submitted its statement of expenditure.

18 4. RECORD KEEPING. The SUBRECIPIENT shall maintain financial,
19 programmatic, statistical, and other supporting records of its operations and financial activities
20 in accordance with the requirements of 24 CFR 576.65. Such records shall be open to
21 inspection and audit by the authorized representatives of the COUNTY, the Department of
22 Housing and Urban Development and the Controller General during regular working hours.
23 Said records shall be retained for such time as may be required by the regulations (91 CFR
24 105(h)) of the Housing and Community Development Act, but in no case for less than five (5)
25 years.

26 SUBRECIPIENT will obtain an external audit in accordance with OMB Circular A-133,
27 the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and the U.S.
28 Department of Housing and Urban Development single audit regulations if SUBRECIPIENT
has expended \$500,000 or more in federal funds, in a single year, not limited to ESG or
CDBG funds. The audit report must be submitted to the COUNTY within 180 days after the

1 termination of this Agreement.

2 SUBRECIPIENT will comply with the requirements of 24 CFR 576.56 (a) (2) and
3 576.65 (b) ensuring the confidentiality of records pertaining to the provision of family
4 violence prevention or treatment services with assistance under the ESG program [42 U.S.C.
5 11375 (c)(5)].

6 SUBRECIPIENT shall maintain a separate account for ESG funds.

7 5. TERMINATION.

8 a. Either party may terminate this Agreement upon thirty (30) days written
9 notice to the other party. Said notice shall include the reason for termination and the effective
10 date thereof.

11 b. Notwithstanding the provisions of paragraph 3a, COUNTY may suspend
12 or terminate this Agreement forthwith for cause upon written notice to SUBRECIPIENT of
13 the action being taken. Cause shall be established:

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

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

19 (3) In the event the funding from the United States Department of
20 Housing and Urban Development (HUD), referred to in the recitals herein, is reduced,
21 terminated or otherwise becomes unavailable. COUNTY shall provide written notice to
22 SUBRECIPIENT within five (5) days from the date HUD reduces, suspends, or terminates the
23 ESG funding. This Agreement shall be either terminated or amended to reflect said reduction
24 in funds.

25 c. Upon termination of this Agreement, SUBRECIPIENT agrees to return any
26 unencumbered funds which it has been provided by COUNTY. In accepting said funds,
27 COUNTY does not waive any claim or cause of action it may have against SUBRECIPIENT
28 for breach of this Agreement.

d. Upon termination of this Agreement, SUBRECIPIENT shall not incur any
obligations after the effective date of such termination, unless expressly authorized in writing

1 by COUNTY in the notice of termination.

2 6. CONDITIONS PRECEDENT. It is expressly understood and agreed by
3 SUBRECIPIENT that there will be no processing and continued funding of this Agreement
4 unless and until the following conditions have been fulfilled:

5 a. Site Information. SUBRECIPIENT shall provide COUNTY with the
6 following information listed in the Proposal Summary Sheet:

- 7 (1) Documentation of site control;
8 (2) Documentation of the value of the site;
9 (3) Documentation from the local jurisdiction verifying the status of
10 the property; and
11 (4) Local map identifying the location of the office, shelter, and other
12 sites where funded activities will occur.

13 b. Staffing. SUBRECIPIENT shall employ at least one (1) full-time staff
14 person to operate and coordinate the activities of the shelter and/or drop-in center.

15 7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall
16 determine the final disposition and distribution of all funds received by COUNTY under the
17 Act. COUNTY, through its Economic Development Agency, shall make payments of ESG
18 funds to SUBRECIPIENT as designated in Exhibit "A" and shall monitor the expenditure of
19 funds and activities of SUBRECIPIENT to ensure compliance with applicable federal
20 regulations and the terms of this Agreement. SUBRECIPIENT shall establish and maintain a
21 separate account for all ESG funds received under this agreement and deposit all such funds in
22 said account.

23 All disbursements of grant funds will be made as follows:

24 a. Payments shall be made to a SUBRECIPIENT upon its request after the
25 grant agreement has been fully executed on a reimbursement basis and made within thirty (30)
26 days after the SUBRECIPIENT has submitted written notice identifying payments made and
27 requesting reimbursement. Payments shall be based on actual approved and documented
28 expenses by SUBRECIPIENT.

1 b. In no event shall COUNTY be held liable for expenses incurred by
2 SUBRECIPIENT in excess of the ESG allocation noted in Paragraph 1, SCOPE OF
3 SERVICES.

4 c. Payments may be withheld if, on a determination by COUNTY,
5 SUBRECIPIENT has not complied with the covenants herein contained at such times and in
6 such manner as provided in this Agreement.

7 d. No later than thirty (30) days prior to the termination of this Agreement,
8 SUBRECIPIENT shall provide COUNTY with its estimate of the amount of funds which will
9 remain unexpended upon such termination. Notwithstanding any provision contained in this
10 paragraph 4, COUNTY shall, after reasonable notice is given SUBRECIPIENT, have the right
11 to (1) reduce the payment of funds hereunder, (2) renegotiate the actual levels of expenditures
12 in the event SUBRECIPIENT's rate of expenditures will result in unexpended funds at the
13 expiration of this Agreement, and (3) reprogram funds associated with a project on which
14 there has been no substantial progress or activity.

15 8. DOCUMENTATION, REPORTS, INSPECTIONS, AND PERFORMANCE
16 EVALUATION.

17 a. Documentation of Expenditures. All expenditures supported by properly
18 executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting
19 documents pertaining in whole or in part to this Agreement, shall be clearly identified and
20 readily accessible. SUBRECIPIENT shall maintain and keep available all such documents for
21 a period of not less than five (5) years from the termination of this Agreement if a COUNTY,
22 State and/or Federal audit has occurred and for a period of not less than five (5) years from
23 said date if such audit has not occurred. In the event of audit exception, such documents shall
24 be maintained until every exception has been cleared to the satisfaction of COUNTY.

25 b. Inspections. SUBRECIPIENT shall make available to COUNTY, State
26 and/or Federal officials, its records and data with respect to all matters covered by this
27 Agreement for inspection and audit, which inspection and audit may be made at any time after
28 reasonable notice. SUBRECIPIENT shall comply with the audit requirements of OMB
Circular A-110 as applicable and as they relate to the acceptance and use of federal funds
under this Agreement.

1 c. Performance Evaluation. SUBRECIPIENT shall permit COUNTY, State
2 and/or Federal officials to monitor, assess or evaluate SUBRECIPIENT's performance under
3 this Agreement on an as needed basis to be determined by the COUNTY based on monitoring
4 and performance evaluations. Said monitoring, assessment, or evaluation to include, but not
5 be limited to, audits, inspections within the program area, and interviews with
6 SUBRECIPIENT's employees, agents, independent contractors, and subcontractors providing
7 the services under this Agreement and recipients thereof.

8 9. BUILDING OR FACILITY.

9 a. Any building for which emergency shelter grant amounts are used for
10 renovation, conversion, or major rehabilitation must meet local government safety and
11 sanitation standards and comply with the requirements of 24 CFR Part 576.55.

12 b. When ESG funds are utilized to provide emergency shelter for the
13 homeless in hotels or motels or other commercial facilities providing transient housing, the
14 following shall be complied with:

15 (1) SUBRECIPIENT, at the request of COUNTY, shall execute an
16 agreement with the provider of such housing which provides that comparable living space, in
17 terms of quality, available amenities, and square footage, will be available in the facility for
18 use as emergency shelter for at least the same period of time provided in Paragraph 2 herein;
19 and

20 ///

21 (2) Leases negotiated between SUBRECIPIENT and the provider of
22 such housing shall make available such living space at substantially less than the daily room
23 rate otherwise charged by the facility; and

24 (3) SUBRECIPIENT shall certify in writing to COUNTY that is has
25 considered using other facilities as emergency shelters, and has determined that the use of
26 such living space in the facilities provides the most cost-effective means of providing
27 emergency shelter for the homeless in the COUNTY.

28 c. SUBRECIPIENT shall ensure that any building or facility is utilized
exclusively for secular purposes and is made available to all persons regardless of religion. If
ESG funds are used to renovate, rehabilitate, or convert buildings owned by primarily

1 religious organizations or entities, SUBRECIPIENT shall comply with the provisions of 24
2 CFR 576.21 (b)(2).

3 d. SUBRECIPIENT shall comply with the Uniform Federal Assessability
4 Standards (24 CFR 40, Appendix A) when activities funded by the ESG Program involve
5 major rehabilitation or conversion.

6 e. SUBRECIPIENT shall comply with Section 3 of the Housing and Urban
7 Development Act of 1968, as amended; attached hereto as Exhibit "S".

8 10. MAINTENANCE AS A HOMELESS FACILITY.

9 a. SUBRECIPIENT shall maintain any building for which ESG funds are
10 used for not less than a three (3) year period, or for not less than a ten (10) year period if the
11 grant amounts are used for major rehabilitation or conversion of the building (24 CFR
12 576.63).

13 b. The three or ten year periods begin to run:

14 (1) On the date of initial occupancy as an emergency shelter for the
15 homeless when the building utilized was not operated as an emergency shelter for the
16 homeless before receiving ESG funds; or

17 (2) On the date that ESG funds are first obligated to the shelter when
18 the building was operated as an emergency shelter before receiving ESG funds.

19 c. When ESG funds are used exclusively to provide essential services
20 including, but not limited to, services concerned with employment, physical or mental health,
21 substance abuse, education or food, the time periods noted above are not applicable.

22 11. INDEPENDENT CAPACITY. SUBRECIPIENT, and its officers, employees
23 and agents, shall act in an independent capacity during the term of this Agreement and shall
24 not act as, shall not be, nor shall they in any manner be construed to be, officers, employees,
25 or agents of COUNTY or the State of California.

26 12. ASSIGNABILITY. SUBRECIPIENT cannot assign any of its rights, duties or
27 obligations pursuant to this Agreement to any person or entity without the prior written
28 consent of COUNTY; this includes the ability to subcontract all or a portion of its rights,
duties, and obligations hereunder.

1 13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S
2 obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and
3 maintain or cause to be maintained, at its sole cost and expense, the following insurance
4 coverage's during the term of this Agreement.

5 A. Workers' Compensation:

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

12 B. Commercial General Liability:

13 Commercial General Liability insurance coverage, including but not limited to,
14 premises liability, contractual liability, products and completed operations liability, personal
15 and advertising injury, and cross liability coverage, covering claims which may arise from or
16 out of SUBRECIPIENT 'S performance of its obligations hereunder. Policy shall name the
17 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
18 respective directors, officers, Board of Supervisors, employees, elected or appointed officials,
19 agents or representatives as Additional Insureds. Policy's limit of liability shall not be less
20 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
21 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
22 occurrence limit.

23 C. Vehicle Liability:

24 If vehicles or mobile equipment are used in the performance of the obligations under this
25 Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned
26 or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined
27 single limit. If such insurance contains a general aggregate limit, it shall apply separately to
28 this agreement or be no less than two (2) times the occurrence limit. Policy shall name the
County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
respective directors, officers, Board of Supervisors, employees, elected or appointed officials,
agents or representatives as Additional Insureds.

1 D. General Insurance Provisions - All lines:

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

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

15 3) SUBRECIPIENT shall cause SUBRECIPIENT 'S insurance carrier(s) to furnish
16 the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance
17 and certified original copies of Endorsements effecting coverage as required herein, and 2) if
18 requested to do so orally or in writing by the County Risk Manager, provide original Certified
19 copies of policies including all Endorsements and all attachments thereto, showing such
20 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
21 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be
22 given to the County of Riverside prior to any material modification, cancellation, expiration or
23 reduction in coverage of such insurance. In the event of a material modification, cancellation,
24 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the
25 County of Riverside receives, prior to such effective date, another properly executed original
26 Certificate of Insurance and original copies of endorsements or certified original policies,
27 including all endorsements and attachments thereto evidencing coverage's set forth herein and
28 the insurance required herein is in full force and effect. *SUBRECIPIENT shall not commence
operations until the COUNTY has been furnished original Certificate (s) of Insurance and
certified original copies of endorsements and if requested, certified original policies of*

1 *insurance including all endorsements and any and all other attachments as required in this*
2 *Section.* An individual authorized by the insurance carrier to do so on its behalf shall sign the
3 original endorsements for each policy and the Certificate of Insurance.

4 4) It is understood and agreed to by the parties hereto that the SUBRECIPIENT 'S
5 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or
6 deductibles and/or self-insured retention's or self-insured programs shall not be construed as
7 contributory.

8 5) If, during the term of this Agreement or any extension thereof, there is a material
9 change in the scope of services; or, there is a material change in the equipment to be used in
10 the performance of the scope of work which will add additional exposures (such as the use of
11 aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions
12 thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance
13 required under this Agreement and the monetary limits of liability for the insurance coverage's
14 currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or
15 type of insurance carried by the SUBRECIPIENT has become inadequate.

16 6) SUBRECIPIENT shall pass down the insurance obligations contained herein to
17 all tiers of subcontractors working under this Agreement.

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

20 8) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any
21 incident or event that may give rise to a claim arising from the performance of this Agreement.

22 14. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall
23 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts
24 and Departments, their respective directors, officers, Board of Supervisors, elected and
25 appointed officials, employees, agents and representatives from any liability whatsoever, based
26 or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors,
27 agents or representatives arising out of or in any way relating to this Agreement, including but
28 not limited to property damage, bodily injury, or death or any other element of any kind or
nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents,
employees, subcontractors, agents or representatives from this Agreement. SUBRECIPIENT

1 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees,
2 cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies,
3 Districts, Special Districts and Departments, their respective directors, officers, Board of
4 Supervisors, elected and appointed officials, employees, agents and representatives in any
5 claim or action based upon such alleged acts or omissions.

6 With respect to any action or claim subject to indemnification herein by
7 SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of
8 their own choice and shall have the right to adjust, settle, or compromise any such action or
9 claim without the prior consent of COUNTY; provided, however, that any such adjustment,
10 settlement or compromise in no manner whatsoever limits or circumscribes
11 SUBRECIPIENT'S indemnification to COUNTY as set forth herein.

12 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has
13 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability
14 for the action or claim involved.

15 The specified insurance limits required in this Agreement shall in no way limit or
16 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the COUNTY
17 herein from third party claims.

18 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
19 provisions of the Act and any amendments thereto and the federal regulations and guidelines
20 now or hereafter enacted pursuant to the Act. More particularly, SUBRECIPIENT is to
21 comply with those regulations found in 24 CFR 576. SUBRECIPIENT is to comply with
22 OMB Circular Nos. A-110, A-87, and A-122, as applicable, as they relate to the acceptance
23 and use of federal funds under this Agreement. SUBRECIPIENT is to abide by the provisions
24 of the COUNTY's ESG program policies.

25 16. COMPLIANCE WITH LAW. SUBRECIPIENT shall comply with all federal,
26 state and local law and regulation pertinent to its operations and services to be performed
27 hereunder, and shall keep in effect any and all licenses, permits, notices and certificates as are
28 required thereby. SUBRECIPIENT shall further comply with all laws applicable to wages
and hours of employment, occupational safety and to fire safety, health and sanitation.

17. FIVE-YEAR CONSOLIDATED PLAN (CP). SUBRECIPIENT shall cooperate

1 with COUNTY in undertaking emergency shelter grant activities that will assist the COUNTY
2 in carrying out its Consolidated Plan Strategy to prevent homelessness and enable homeless
3 individuals and families to move toward independent living and shall act in conformity
4 therewith.

5 18. NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE.

6 a. SUBRECIPIENT hereby certifies compliance with the following:

7 (1) Executive Order 11246, as amended, and the regulations issued
8 thereunder at 41 CFR 60;

9 (2) Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C.
10 200d et seq.), as amended to the Equal Opportunity Act of March 24, 1972 (Public Law 92-
11 261);

12 (3) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3619)
13 and implementing regulations issued pursuant thereto (24 CFR Part 1);

14 (4) Executive Order 11063 and implementing regulations issued
15 pursuant thereto (24 CFR 107);

16 (5) Age Discrimination Act of 1975 (42 U.S.C. 6101-6107);

17 (6) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

18 (7) Section 3 of the Housing and Urban Development Act of 1968
19 (12 U.S.C. 1701u); and

20 (8) Executive Orders 11625, 12432 and 12138. Consistent with
21 HUD's responsibilities under these Orders, the SUBRECIPIENT must make efforts to
22 encourage the use of minority and women's business enterprises in connection with ESG
23 activities;

24 b. SUBRECIPIENT shall establish and maintain a procedure through which
25 homeless individuals will be informed that use of the facilities and services is available to all
26 on a nondiscriminatory basis.

27 c. SUBRECIPIENT agrees to abide by and include in any subcontracts to
28 perform work under this Agreement, the following clause:

"During the performance of this Agreement SUBRECIPIENT and its
subcontractors shall not unlawfully discriminate against any employee or

1 applicant for employment because of race, religion, color, national origin,
2 ancestry, physical handicap, medical condition, marital status, age (over 40) or
3 sex. SUBRECIPIENT and subcontractors shall insure that the evaluation and
4 treatment of their employees and applicants for employment are free of such
5 discrimination. SUBRECIPIENT and subcontractors shall comply with the
6 provisions of the Fair Employment and Housing Act (Government Code, Section
7 12900 et seq.). The applicable regulations of the Fair Employment and Housing
8 Commission implementing Government Code, Section 12990, set forth in
9 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are
10 incorporated into this Agreement by reference and made a part hereof as if set
11 forth in full. SUBRECIPIENT and its subcontractors shall give written notice of
12 their obligations under this clause to labor organizations with which they have a
13 collective bargaining or other agreement."

14 d. The equal opportunity clause contained in Section 202 of Executive
15 Order 11246, as amended, is hereby incorporated into this Agreement by this reference.

16 e. During the performance of this Agreement, SUBRECIPIENT and its
17 subcontractors, if any, shall not deny the benefits rendered hereunder to any person on the
18 basis of religion, color, ethnic group identification, sex, age, or physical or mental disability.

19 f. SUBRECIPIENT shall furnish all information and reports as required by
20 Executive Order 11246, as amended.

21 g. SUBRECIPIENT shall include the non-discrimination and compliance
22 provisions of the equal opportunity clause in all subcontracts, if any.

23 19. SUBRECIPIENT MONITORING. SUBRECIPIENT agrees to cooperate with
24 all COUNTY ESG program subrecipient monitoring requirements as required by 24 CFR
25 576.61, 24 CFR 85.40 (a), and the COUNTY's CPD Program Subrecipient Monitoring Policy.

26 20. AFFIRMATIVE ACTION COMPLIANCE. Each SUBRECIPIENT or
27 subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of
28 Executive Order 11246, as amended. SUBRECIPIENT shall insure that subcontractors, if
any, falling within the scope of this provision shall comply in full with the requirements
thereof.

1 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

2 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers and
3 elected and appointed officials shall become familiar with and shall comply with the ESG
4 regulations prohibiting conflicts of interest contained in 24 CFR 576.57 (d) as well as 24 CFR
5 570.611, attached hereto as Exhibit "CI" and by this reference incorporated herein.

6 b. SUBRECIPIENT understands and agrees that no waiver or exception can
7 be granted to the prohibition against conflict of interest except upon written approval of HUD
8 pursuant to 24 CFR 570.611(d). Any request by SUBRECIPIENT for an exception shall first
9 be reviewed by COUNTY to determine whether such request is appropriate for submission to
10 HUD. In determining whether such request is appropriate for submission to HUD, COUNTY
11 will consider the factors listed in 24 CFR 570.611(e).

12 c. Prior to any funding under this Agreement, SUBRECIPIENT shall
13 provide COUNTY with a list of all employees, agents, consultants, officers and elected and
14 appointed officials who are in a position to participate in a decision-making process, exercise
15 any functions or responsibilities, or gain inside information with respect to the ESG activities
16 funded under this Agreement. SUBRECIPIENT shall also promptly disclose to COUNTY
17 any potential conflict, including even the appearance of conflict that may arise with respect to
18 the ESG activities funded under this Agreement.

19 d. Any violation of this section shall be deemed a material breach of this
20 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

21 22. RELIGIOUS ACTIVITIES. Under federal regulations, ESG assistance may not
22 be used for religious activities or provided to primarily religious entities for any activities
23 including secular activities. SUBRECIPIENT shall adhere to the restrictions set forth in 24
24 CFR 576.23 and 24 CFR 570.200(j), which is attached hereto as Exhibit "R" and by this
25 reference is incorporated herein.

26 23. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
27 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES. The
28 SUBRECIPIENT certifies to the best of its knowledge and belief, that:

(1) No federally-appropriated funds have been paid or will be paid, by or on
behalf of the undersigned, to any person for influencing or attempting to influence an officer

1 or employee of any agency, a member of Congress, an officer or employee of Congress, or an
2 employee of a member of Congress in connection with the awarding of any federal contract,
3 the making of any federal grant, the making of any federal loan, the entering into of any
4 cooperative agreement, and the extension, continuation, renewal, amendment, or modification
5 of any federal contract, grant, loan, or cooperative agreement.

6 (2) If any funds other than federally-appropriated funds have been paid or
7 will be paid to any person for influencing or attempting to influence an officer or employee of
8 any agency, a member of Congress, an officer or employee of Congress, or an employee of a
9 member of Congress in connection with this federal contract, grant, loan, or cooperative
10 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form
11 to Report Lobbying," in accordance with its instructions.

12 (3) The undersigned shall require that the language of this certification be
13 included in the award documents for all subawards at all tiers (including subcontracts,
14 subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-
15 recipients shall certify and disclose accordingly. This certification is a material representation
16 of fact upon which reliance was placed when this transaction was made or entered into.

17 (4) the SUBRECIPIENT does not assume the COUNTY'S Federal
18 environmental responsibilities described at 24CFR 570.604. Pursuant to Section 15051 (d) of
19 the Title 14 of the California Administrative Code, SUBRECIPIENT is designated as the lead
20 agency for the project that is the subject matter of this Agreement.

21 (5) the SUBRECIPIENT acknowledges that the source of funding pursuant
22 to this Agreement is Emer4gency Shelter Grant (ESG) funds (CFDA 14.231).

23 24. ELIGIBILITY OF CONTRACTORS AND SUBCONTRACTORS. No ESG
24 funds allocated to SUBRECIPIENT through this Agreement may be used, directly or
25 indirectly, to employ, award contracts to, or otherwise engage the services of, or fund any
26 contractor or subcontractor during any period of debarment, suspension, or placement in
27 ineligibility status under the provision of 24 CFR 24.

28 25. LEAD-BASED PAINT SUBRECIPIENT and all subcontractors, if any, shall
comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention
Act (42 U.S.C. 4821-4846) and implementing regulations issued pursuant thereto (24 CFR

1 35).

2 26. FLOOD INSURANCE. No site proposed on which renovation, major
3 rehabilitation, or conversion of a building is to be assisted under this part, other than by grant
4 amounts allocated to the State, may be located in an area that has been identified by the
5 Federal Emergency Management Agency as having special flood hazards, unless the
6 community in which the area is situated is participating in the National Flood Insurance
7 Program and the regulations issued thereunder (44 CFR 59-79) or less than a year has passed
8 since the Federal Emergency Management Agency notification regarding such hazards, and
9 the SUBRECIPIENT will ensure that flood insurance on the structure is obtained in
10 compliance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001
11 et seq.).

12 27. NOTICES. Any notices required or desired to be served by either party upon the
13 other shall be addressed to respective parties as set out below:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
<u>Deputy Director</u>	<u>«ContactFirstName» «ContactLastName»</u>
<u>Economic Development Agency</u>	<u>«Sponsor»</u>
<u>P.O. Box 1180</u>	<u>«Address»</u>
<u>Riverside, CA 92502</u>	<u>«City», «State» «Zip»</u>

14
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19 or to such other addresses as from time-to-time shall be designated by the respective parties.

20 28. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and
21 successors in interest shall be bound by all the provisions contained in this Agreement, and all
22 of the parties thereto shall be jointly and severally liable hereunder.

23 29. RENTAL VOUCHER PROGRAM. SUBRECIPIENT shall participate with the
24 COUNTY in the Rental Voucher & Certificate Program for Homeless families and adhere to
25 all its regulations issued there under (24 CFR 882 & 887.)

26 30. ASSURANCES AND WARRANTIES. SUBRECIPIENT represents and
27 warrants (1) that it has access to professional advice and support to the extent necessary to
28 enable SUBRECIPIENT to fully comply with the terms of the Agreement and to otherwise
carry out the Project, (2) that it is duly organized, validly existing and in good standing under
the laws of the State of California, (3) that it has the full power and authority to undertake the

1 Project and to execute this Agreement, (4) that the persons executing and delivering this
2 Agreement are authorized to execute and deliver such documents on behalf of
3 SUBRECIPIENT and (5) that neither SUBRECIPIENT nor any of its principals is presently
4 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded
5 from participation in connection with the transaction contemplated by this Agreement.

6 31. ASSISTANCE TERMINATION. SUBRECIPIENT may, in accordance with
7 42 U.S.C. 11375 (e) and 24 CFR 576.56 (a) (3), terminate assistance provided through the
8 ESG program to an individual or family that violate program requirements. SUBRECIPIENT
9 is required to have in place COUNTY approved policies and procedures that govern the
10 termination and grievance process. The procedures must describe the SUBRECIPIENT's
11 program requirements and the termination process, as well as the grievance procedure that
12 outlines participant's rights to request a hearing or other recourse regarding the termination of
13 their assistance.

14 32. HOMELESS PREVENTION ACTIVITIES. SUBRECIPIENT will comply with
15 the requirements of 24 CFR 576.21 (a)(4) pertaining to the limitations on the funding of
16 homeless prevention assistance.

17 33. PARTICIPATION OF HOMELESS. SUBRECIPIENT will, to the maximum
18 extent practicable, provide for the involvement of homeless individuals and families in the
19 policymaking, renovation, maintaining, and operating of facilities assisted under the ESG
20 program as provided by 24 CFR 576.56.

21 34. JURISDICTION AND VENUE. This Agreement shall be governed by the
22 laws of the State of California. Any action at law or in equity arising under this Agreement or
23 brought by a party hereto for the purpose of enforcing, construing or determining the validity
24 of any provision of this Agreement shall be filed in the Riverside County, State of California.

25 35. SEVERABILITY. Each paragraph and provision of this Agreement is severable
26 from each other provision, and if any provision or part thereof is declared invalid, the
27 remaining provisions shall remain in full force and effect.

28 36. WAIVER. Failure by a party to insist upon the strict performance of any of the
provisions of this Agreement by the other party, or the failure by a party to exercise its rights
upon the default of the other party, shall not constitute a waiver of such party's rights to insist

1 and demand strict compliance by the other party with the terms of this Agreement thereafter.

2 37. ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as
3 the final and exclusive expression of the provisions contained in this Agreement and it
4 supersedes and replaces any and all prior and contemporaneous agreements and
5 understandings, oral or written, in connection therewith. This Agreement may be modified or
6 changed only upon the written consent of the parties hereto.

7 38. MINISTERIAL ACTS. The Assistant County Executive Officer/EDA of
8 COUNTY's Economic Development Agency or designee(s) are authorized to take such
9 ministerial actions as may be necessary or appropriate to implement the terms, provisions, and
10 conditions of this Agreement as it may be amended from time to time by COUNTY.

11 39. INTERPRETATION AND GOVERNING LAW. This Agreement and any
12 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
13 the State of California. This Agreement shall be construed as a whole according to its fair
14 language and common meaning to achieve the objectives and purposes of the parties hereto, and
15 the rule of construction to the effect that ambiguities are to be resolved against the drafting party
16 shall not be employed in interpreting this Agreement, all parties having been represented by
17 counsel in the negotiation and preparation hereof.

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

23 41. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
24 sign the Agreement. If the parties sign the Agreement on more than one date, then the last date
25 the Agreement is signed by a party shall be the effective date.

26 42. COUNTERPARTS. This Agreement may be signed by the different parties
27 hereto in counterparts, each of which shall be an original but all of which together shall
28 constitute one and the same agreement.

43. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
only by a writing signed by the duly authorized and empowered representatives of

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IN WITNESS WHEREOF, the COUNTY and the SPONSOR have executed this Agreement as of the date listed below.

COUNTY OF RIVERSIDE

«SPONSOR»

By: _____
Robert Field
Assistant County Executive Officer/EDA

By: _____

DATED: _____

DATED: _____

SH:JT:«PINITIALS»:«SupportStaff»

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**SPONSOR'S AGREEMENT FOR THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Agreement is made and entered into this _____ day of _____, 2009,
by and between County of Riverside of the State of California, hereinafter referred to as
"COUNTY", and «SPONSOR», a California non-profit Corporation, hereinafter referred to as
"SPONSOR".

W I T N E S S E T H:

WHEREAS, the Housing and Community Development Act of 1974, Title 1, as amended
(the "ACT"), provides that certain grant funds may be used for certain discretionary projects
which primarily benefit low and moderate income persons, persons with disabilities, remove
slums or blight, or which meet urgent community development needs; and

WHEREAS, COUNTY has qualified as an "Urban County" for purposes of receiving
Community Development Block Grant (CDBG) funds which are to be used to assist and
undertake essential community development and housing assistance activities pursuant to the
Act; and

WHEREAS, SPONSOR is eligible under the Act to receive CDBG funds to perform
those activities described herein; and

WHEREAS, the SPONSOR has submitted its proposal to the COUNTY for funding of
the activities described herein; and

WHEREAS, the CDBG-assisted activities described herein comply with one of the
national objectives as required under 24 CFR §570.200(a)(2):

NOW, THEREFORE, the COUNTY and SPONSOR mutually agree as follows:

1. PURPOSE. SPONSOR promises and agrees to undertake and assist with
COUNTY's community development activities by utilizing the sum of
«Total_Granted_Funding», CDBG Entitlement Funds, as specifically identified in Exhibit
"A," which is attached hereto and by this reference is incorporated herein, for the following
project: «Project_Name».

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 8/24/09

1 2. TERM OF AGREEMENT. This Agreement shall become effective upon the
2 Effective Date, as defined herein, and shall continue in full force and effect for a period of one
3 (1) year from JULY 1, 2009 – JUNE 30, 2010.

4 3. COMPLETION SCHEDULE. SPONSOR shall proceed consistent with Section
5 IV as set forth in Exhibit "A".

6 4. EXTENSION OF TIME. COUNTY may grant an extension to the completion
7 schedule for the purpose of completing SPONSOR'S projects/activities which are underway
8 and cannot be completed during the term of this Agreement. SPONSOR shall request said
9 extension in writing, stating the reasons therefore, and may be granted only by receiving
10 written approval from COUNTY. Every term, condition, covenant and requirement of this
11 Agreement shall continue in full force and effect during the period of any such extension. In
12 the event that the SPONSOR does not request an extension, or if no extension is authorized by
13 the COUNTY, the CDBG funds may be reprogrammed by COUNTY in accordance with
14 Paragraph 6 of this Agreement.

15 5. LETTER TO PROCEED. SPONSOR shall not initiate nor incur expenses for the
16 CDBG funded project/activity covered under the terms of this Agreement prior to receiving
17 written authorization to proceed.

18 6. REPROGRAMMING OF FUNDS. If the County determines that substantial
19 progress toward completion of a project is not made during the term of this Agreement, the
20 entitlement funds associated with the project may be reprogrammed by COUNTY after
21 appropriate notice is given SPONSOR.

22 7. DISPOSITION OF FUNDS. COUNTY'S Board of Supervisors shall determine
23 the final disposition and distribution of all funds received by COUNTY under the Act
24 consistent with the provisions of Paragraphs 1 and 2 of this Agreement. COUNTY, through its
25 Economic Development Agency, shall: (1) make payments of the grant funds to SPONSOR as
26 designated in Exhibit "A", and (2) monitor the public service activity to ensure compliance
27 with applicable federal regulations and the terms of this Agreement.
28

1 8. DISTRIBUTION OF FUNDS. The COUNTY shall pay to the SPONSOR the
2 sum specified in paragraph 1 above on a reimbursable basis for all approved costs. The
3 SPONSOR shall submit not more often than monthly to the CDBG Administrator of COUNTY
4 a certified statement setting forth in detail the expenditures made for which it is asking
5 reimbursement along with pertinent supporting documentation. The COUNTY shall promptly
6 review the monthly expenditure statement and reimburse the SPONSOR for the approved costs
7 in accordance with its usual accounting procedures. The COUNTY may require from
8 SPONSOR such supporting documentation as may be necessary and appropriate for the
9 COUNTY to make its determination as to allowable costs. Each disbursement of CDBG funds
10 shall be made within thirty (30) days after SPONSOR has submitted, to the COUNTY, a
11 complete and approved statement of expenditures. In the event the United States Department of
12 Housing and Urban Development shall determine the purpose or any of the expenditures above
13 described are ineligible for funding by the COUNTY, the SPONSOR shall reimburse the
14 COUNTY the amount of the cost so disallowed.

15 9. RECORDS AND INSPECTIONS.

16 a. SPONSOR shall establish and maintain financial, programmatic,
17 statistical, and other supporting records of its operations and financial activities in accordance
18 with 24 CFR 570, Part 84 and Part 85, and OMB Circulars A-21, A-87, A-110, A-122, and
19 A-133, as applicable, as they relate to the acceptance and use of federal funds under this
20 Agreement. Said records shall be retained for such time as may be required by the regulations
21 of the Housing and Community Development Act, but in no case for less than five (5) years
22 from the date of this Agreement.

23 b. SPONSOR shall maintain a separate account for CDBG Entitlement funds
24 received as set forth in Exhibit "A".

25 c. SPONSOR shall obtain an external audit in accordance with the U.S.
26 Department of Housing and Urban Development single audit regulations (24 CFR Part 44.6).
27 Audits shall usually be performed annually but not less frequently than every two years.
28 Nonprofit institutions and government agencies that expend less than \$500,000 a year in

1 Federal awards are exempt from Federal audit requirements, but records must be available for
2 review by appropriate officials of the Federal grantor agency or subgranting entity. The audit
3 report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S
4 fiscal year.

5 d. SPONSOR shall, during the normal business hours make available to
6 COUNTY and to the Department of Housing and Urban Development for examination and
7 copying all of its records and other materials with respect to matters covered by this
8 Agreement.

9 e. SPONSOR shall not retain any program income as defined in Section
10 570.500 of Title 24 of the Federal Code of Regulations.

11 f. SPONSOR shall submit to the County copies of all studies and reports
12 prepared for this project and the COUNTY shall have the right to the use and benefit of all
13 such studies and reports.

14 g. If this CDBG-funded activity meets a National Objective by serving
15 limited clientele as defined in 24 CFR 570.208(a)(2)(i), the SPONSOR shall ensure that at least
16 fifty-one percent (51%) of the persons benefiting from the CDBG funded activities are of low
17 and moderate-income and meet the program income guidelines attached as Exhibit IG. The
18 SPONSOR must provide the required direct benefit documentation.

19 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SPONSOR shall
20 comply with all applicable federal, state and local laws, regulations and ordinances. By
21 executing this Agreement, the SPONSOR hereby certifies that it will adhere to and comply
22 with the following as they may be applicable to a subrecipient of funds granted pursuant to the
23 Housing and Community Development Act of 1974, as amended:

24 a. The Housing and Community Development Act of 1974, as amended, and
25 the regulations issued thereto;

26 b. Section 3 of the Housing and Urban Development Act of 1968, as
27 amended; attached hereto as Exhibit "S".

28 c. Executive Order 11246, as amended by Executive Orders 11375 and

1 12086, and implementing regulations at 41 CFR Chapter 60;

2 d. Executive Order 11063, as amended by Executive Order 12259, and
3 implementing regulations at 24 CFR Part 107;

4 e. Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended,
5 and implementing regulations;

6 f. The Age Discrimination Act of 1975 (PL 94-135), as amended, and
7 implementing regulations;

8 g. The relocation requirements of Title II and the acquisition requirements of
9 Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of
10 1970, and the implementing regulations at 24 CFR Part 42;

11 h. The labor standard requirements as set forth in 24 CFR Part 570, Subpart
12 K and HUD regulations issued to implement such requirements;

13 i. Executive Order 11988 relating to the evaluation of flood hazards and
14 Executive Order 11288 relating to the prevention, control and abatement of water pollution;

15 j. The flood insurance purchase requirements of Section 102(a) of the Flood
16 Disaster Protection Act of 1973 (PL 93-234);

17 k. The regulations, policies, guidelines and requirements of 24 CFR Part 85
18 "Common Rule," OMB Circular Nos. A-87, A-21, A-110, A-122 and A-133 as they relate to
19 the acceptance and use of federal funds under the federally-assigned program;

20 l. Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing
21 regulations issued at 24 CFR Part 1;

22 m. Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended; and

23 n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to
24 the Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

25 o. Uniform Administration Requirements pursuant to 24 CFR 570.502.

26 p. The SPONSOR shall carry out its activity pursuant to this Agreement in
27 compliance with all federal laws and regulations described in Subpart K of Title 24 of the Code
28 of Federal Regulations, except that:

1 (1) The SPONSOR does not assume the COUNTY'S environmental
2 responsibilities described at §570.604; and

3 (2) The SPONSOR does not assume the COUNTY'S responsibility for
4 initiating the review process under the provisions of 24 CFR Part 52.

5 q. All Uniform Administrative Requirements pursuant to 24 CFR 570.502.

6 11. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL. SPONSOR
7 certifies that the staff assigned to the CDBG-funded activities have received, reviewed, and
8 will follow the COUNTY's Community Development Block Grant Policy Manual, which is
9 incorporated herein by this reference and made a part hereof.

10 12. COOPERATION WITH COMMUNITY DEVELOPMENT ACTIVITIES.
11 SPONSOR shall cooperate with COUNTY in undertaking essential community development
12 and housing assistance activities, and shall assist COUNTY in carrying out its Strategic Plan of
13 the Five Year Consolidated Plan and other requirements of the Community Development
14 Block Grant Program.

15 13. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
16 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Section 15051(d) of Title 14 of
17 the California Administrative Code, SPONSOR is designated as the lead agency for the project
18 that is the subject matter of this Agreement.

19 14. HOLD HARMLESS AND INDEMNIFICATION. SPONSOR shall indemnify
20 and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and
21 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
22 officials, employees, agents and representatives from any liability whatsoever, based or
23 asserted upon any services of SPONSOR, its officers, employees, subcontractors, agents or
24 representatives arising out of or in any way relating to this Agreement, including but not
25 limited to property damage, bodily injury, or death or any other element of any kind or nature
26 whatsoever arising from the performance of SPONSOR, its officers, agents, employees,
27 subcontractors, agents or representatives from this Agreement. SPONSOR shall defend, at its
28 sole expense, all costs and fees including, but not limited, to attorney fees, cost of

1 investigation, defense and settlements or awards, the County of Riverside, its Agencies,
2 Districts, Special Districts and Departments, their respective directors, officers, Board of
3 Supervisors, elected and appointed officials, employees, agents and representatives in any
4 claim or action based upon such alleged acts or omissions.

5 With respect to any action or claim subject to indemnification herein by SPONSOR,
6 SPONSOR shall, at their sole cost, have the right to use counsel of their own choice and shall
7 have the right to adjust, settle, or compromise any such action or claim without the prior
8 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise
9 in no manner whatsoever limits or circumscribes SPONSOR'S indemnification to COUNTY as
10 set forth herein.

11 SPONSOR'S obligation hereunder shall be satisfied when SPONSOR has provided to
12 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the
13 action or claim involved.

14 The specified insurance limits required in this Agreement shall in no way limit or
15 circumscribe SPONSOR'S obligations to indemnify and hold harmless the COUNTY herein
16 from third party claims.

17 15. INSURANCE. Without limiting or diminishing the SPONSOR'S obligation to
18 indemnify or hold the COUNTY harmless, SPONSOR shall procure and maintain or cause to
19 be maintained, at its sole cost and expense, the following insurance coverage's during the term
20 of this Agreement.

21 A. Workers' Compensation:

22 If the SPONSOR has employees as defined by the State of California, the SPONSOR
23 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the
24 laws of the State of California. Policy shall include Employers' Liability (Coverage B)
25 including Occupational Disease with limits not less than \$1,000,000 per person per accident.
26 The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if
27 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
28

1 B. Commercial General Liability:

2 Commercial General Liability insurance coverage, including but not limited to,
3 premises liability, contractual liability, products and completed operations liability, personal
4 and advertising injury, and cross liability coverage, covering claims which may arise from or
5 out of SPONSOR'S performance of its obligations hereunder. Policy shall name the County of
6 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,
7 officers, Board of Supervisors, employees, elected or appointed officials, agents or
8 representatives as Additional Insureds. Policy's limit of liability shall not be less than
9 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
10 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
11 occurrence limit.

12 C. Vehicle Liability:

13 If vehicles or mobile equipment are used in the performance of the obligations under this
14 Agreement, then SPONSOR shall maintain liability insurance for all owned, non-owned or
15 hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single
16 limit. If such insurance contains a general aggregate limit, it shall apply separately to this
17 agreement or be no less than two (2) times the occurrence limit. Policy shall name the County
18 of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
19 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
20 representatives as Additional Insureds.

21 D. General Insurance Provisions - All lines:

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

27 2) The SPONSOR'S insurance carrier(s) must declare its insurance self-insured
28 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall

1 have the prior written consent of the County Risk Manager before the commencement of
2 operations under this Agreement. Upon notification of self insured retention unacceptable to
3 the COUNTY, and at the election of the Country's Risk Manager, SPONSOR'S carriers shall
4 either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the
5 COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations,
6 claims administration, and defense costs and expenses.

7 3) SPONSOR shall cause SPONSOR'S insurance carrier(s) to furnish the County of
8 Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
9 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do
10 so orally or in writing by the County Risk Manager, provide original Certified copies of
11 policies including all Endorsements and all attachments thereto, showing such insurance is in
12 full force and effect. Further, said Certificate(s) and policies of insurance shall contain the
13 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the
14 County of Riverside prior to any material modification, cancellation, expiration or reduction in
15 coverage of such insurance. In the event of a material modification, cancellation, expiration, or
16 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
17 Riverside receives, prior to such effective date, another properly executed original Certificate
18 of Insurance and original copies of endorsements or certified original policies, including all
19 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
20 required herein is in full force and effect. *SPONSOR shall not commence operations until the*
21 *COUNTY has been furnished original Certificate (s) of Insurance and certified original copies*
22 *of endorsements and if requested, certified original policies of insurance including all*
23 *endorsements and any and all other attachments as required in this Section.* An individual
24 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements
25 for each policy and the Certificate of Insurance.

26 4) It is understood and agreed to by the parties hereto that the SPONSOR'S
27 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or
28 deductibles and/or self-insured retention's or self-insured programs shall not be construed as

1 contributory.

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

10 6) SPONSOR shall pass down the insurance obligations contained herein to all tiers
11 of subcontractors working under this Agreement.

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

14 8) SPONSOR agrees to notify COUNTY of any claim by a third party or any
15 incident or event that may give rise to a claim arising from the performance of this Agreement.

16 16. FEDERAL REQUIREMENTS. SPONSOR shall comply with the provisions of
17 the Act and any amendments thereto and the federal regulations and guidelines now or
18 hereafter enacted pursuant to the Act. More particularly, SPONSOR is to comply with those
19 regulations found in 24 CFR 570, Part 84 and Part 85. SPONSOR is to comply with OMB
20 Circular Nos. A-110, A-87, A-122, and A-133 as applicable, as they relate to the acceptance
21 and use of federal funds under this Agreement. SPONSOR is to abide by the provisions of the
22 COUNTY's CDBG policies.

23 17. PROGRAM INCOME. SPONSOR, who is a subrecipient as defined in Section
24 570.500(c), shall not retain any program income as defined in Section 570.500 of Title 24 of the
25 Federal Code of Regulations. Any and all program income shall be retained by the COUNTY

26 18. INDEPENDENT CONTRACTOR. SPONSOR and its agents, servants and
27 employees shall act at all times in an independent capacity during the term of this Agreement,
28 and shall not act as, shall not be, nor shall they in any manner be construed to be agents,

1 officers or employees of COUNTY.

2 19. NONDISCRIMINATION. SPONSOR shall abide by §570.601 and §570.912 of
3 Title 24 of the Federal Code of Regulations, which require that no person in the United States
4 shall on the ground of race, color, religion, national origin, or sex, be excluded from
5 participation in, be denied the benefits of, or be subjected to discrimination under any program
6 or activity funded in whole or in part with CDBG funds.

7 20. PROHIBITION AGAINST CONFLICTS OF INTEREST.

8 a. SPONSOR and its assigns, employees, agents, consultants, officers and
9 elected and appointed officials shall become familiar with and shall comply with the CDBG
10 regulations prohibiting conflicts of interest contained in 24 CFR 570.611, attached hereto as
11 Exhibit "CI" and by this reference incorporated herein.

12 b. SPONSOR understands and agrees that no waiver or exception can be
13 granted to the prohibition against conflict of interest except upon written approval of HUD
14 pursuant to 24 CFR 570.611(d). Any request by SPONSOR for an exception shall first be
15 reviewed by COUNTY to determine whether such request is appropriate for submission to
16 HUD. In determining whether such request is appropriate for submission to HUD, COUNTY
17 will consider the factors listed in 24 CFR 570.611(e).

18 c. Prior to any funding under this Agreement, SPONSOR shall provide
19 COUNTY with a list of all employees, agents, consultants, officers and elected and appointed
20 officials who are in a position to participate in a decision-making process, exercise any
21 functions or responsibilities, or gain inside information with respect to the CDBG activities
22 funded under this Agreement. SPONSOR shall also promptly disclose to COUNTY any
23 potential conflict, including even the appearance of conflict, that may arise with respect to the
24 CDBG activities funded under this Agreement.

25 d. Any violation of this section shall be deemed a material breach of this
26 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

27 21. RELIGIOUS ACTIVITIES. Under federal regulations, CDBG assistance may
28 not be used for inherently religious activities or provided to primarily religious entities for any

1 activities including secular activities. SPONSOR shall adhere to the restrictions set forth in 24
2 CFR 570.200(j), which is attached hereto as Exhibit "R" and by this reference is incorporated
3 herein.

4 22. LOBBYING. The SPONSOR certifies to the best of its knowledge and belief,
5 that:

6 a. No federally appropriated funds have been paid or will be paid, by or on
7 behalf of the undersigned, to any person for influencing or attempting to influence an officer or
8 employee of any agency, a member of Congress, an officer or employee of Congress, or an
9 employee of a member of Congress in connection with the awarding of any federal contract,
10 the making of any federal grant, the making of any federal loan, the entering into of any
11 cooperative agreement, and the extension, continuation, reviewal, amendment, or modification
12 of any federal contract, grant, loan, or cooperative agreement.

13 b. If any funds other than federally appropriated funds have been paid or will
14 be paid to any person for influencing or attempting to influence an officer to employee of any
15 agency, a member of Congress, an officer or employee of Congress, or an employee of a
16 member of Congress in connection with this federal contract, grant, loan, or cooperative
17 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form
18 to Report Lobbying," in accordance with its instructions.

19 c. The undersigned shall require that the language of this certification be
20 included in the award documents for all subawards at all tiers (including subcontracts,
21 subgrants, and contracts under grants, loans, and cooperative agreements) and that all
22 subrecipients shall certify and disclose accordingly. This certification is a material
23 representation of fact upon which reliance was placed when this transaction was made or
24 entered into.

25 23. TERMINATION.

26 a. SPONSOR. SPONSOR may not terminate this Agreement except upon
27 express written consent of COUNTY.

28 b. COUNTY. Notwithstanding the provisions of Paragraph 24a, COUNTY

1 may suspend or terminate this Agreement upon written notice to SPONSOR of the action being
2 taken and the reason for such action:

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

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

8 (3) In the event the funding from the Department of Housing and
9 Urban Development referred to in Paragraphs 1 above is terminated or otherwise becomes
10 unavailable.

11 c. This Agreement may be terminated or funding suspended in whole or in
12 part for cause in accordance with 24 CFR 85.43. Cause shall be based on the failure of the
13 SPONSOR to materially comply with either the terms or conditions of this Agreement. Upon
14 suspension of funding, the SPONSOR agrees not to incur any costs related thereto, or
15 connected with, any area of conflict from which the COUNTY has determined that suspension
16 of funds is necessary. The award may be terminated for convenience in accordance with 24
17 CFR 85.44.

18 d. Reversion of Assets

19 1. Upon expiration of this Agreement, the SPONSOR shall transfer to
20 the COUNTY any CDBG funds on hand at the time of expiration of the Agreement as well as
21 any accounts receivable held by SPONSOR which are attributable to the use of CDBG funds
22 awarded pursuant to this Agreement.

23 2. Any real property under the SPONSOR'S control that was
24 acquired or improved in whole or in part with CDBG funds (including CDBG funds provided
25 to the SPONSOR in the form of a loan) in excess of \$25,000 is either:

26 (i) Used to meet one of the National Objectives in Sec.
27 570.208 until five years after expiration of this agreement, or for such longer period of time as
28 determined to be appropriate by the COUNTY; or

1 (ii) Not used in accordance with Section (i) above, in which
2 event the SPONSOR shall pay to the COUNTY an amount equal to the current market value of
3 the property less any portion of the value attributable to expenditures of non-CDBG funds for
4 the acquisition of, or improvement to, the property.

5 24. PUBLICITY. Any publicity generated by SPONSOR for the project funded
6 pursuant to this Agreement, during the term of this Agreement, will make reference to the
7 Contribution of the County of Riverside Community Development Block Grant Program in
8 making the project possible.

9 25. PROGRAM MONITORING AND EVALUATION. SPONSOR shall be
10 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
11 of this Agreement and the effective and efficient achievement of the Program Objectives.
12 Quarterly reports shall be due on the fifteenth (15th) day of the month immediately following the
13 end of the quarter being reported. The quarterly written reports shall include, but shall not be
14 limited to the following data elements:

15 a. Title of program, listing of components, description of
16 activities/operations.

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

21 c. If CDBG funded Activity meets National Objective under 24 CFR
22 570.208 (a)(2)(i)(B), SPONSOR shall report the following:

23 1) Total number of direct beneficiaries (clientele served) with
24 household income:

- 25 • Above 80% MHI
- 26 • Between 50% and 80% MHI (Low-Income)
- 27 • Between 30% and 50% MHI (Very Low-Income)
- 28 • Below 30% MHI (Extremely Low-Income)

- 1 2) Total number and percentage of all clients at of below 80% MHI
- 2 3) Racial ethnicity of clientele
- 3 4) Number of Female-Headed Households

4 d. SPONSOR shall report beneficiary statistics monthly, or as otherwise
5 required, to EDA on the pre-approved *Direct Benefit Form* and *Self-Certification Form*
6 (certifying income, family size, and racial ethnicity) as required by HUD. In the event that
7 HUD or COUNTY implement changes to the reporting requirements, SPONSOR will be
8 provided with updated forms and instructions necessary to comply with the reporting
9 requirements of the CPD Outcome Performance Measurement System.

10 26. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). SPONSOR
11 shall obtain COUNTY's approval, through its Economic Development Agency, of the project
12 plans, specifications, and construction documents prior to SPONSOR's construction of same
13 for all projects consisting of CDBG-funded construction activities .

14 27. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). SPONSOR shall
15 obtain COUNTY's approval and authorization to proceed, through its Economic Development
16 Agency, of all CDBG-funded real property acquisition activities.

17 28. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED
18 WITH CDBG FUNDS. When CDBG funds are used, in whole or in part, by SPONSOR to
19 acquire real property or to construct a public facility, SPONSOR will comply with the National
20 Environmental Policy Act of 1969 (42 USC SS4321, et seq.); the California Environmental
21 Quality Act (Cal. Pub. Resources Code SS21000, et seq.); the Uniform Relocation Assistance
22 and Real Property Acquisition Policies Act of 1970, as amended; (42 USC SS4630, et seq.);
23 California Government Code Sections 7260, et seq.; and the COUNTY's Five Year
24 Consolidated Plan. In addition, the following is to occur:

- 25 a. Title to the real property shall vest in SPONSOR;
- 26 b. The real property will be held by or the constructed facility will be
27 maintained by the SPONSOR for a minimum period of five (5) years;
- 28 c. While held by SPONSOR, the real property or the constructed facility is to

1 be used exclusively for the purposes for which acquisition or construction was originally
2 approved by COUNTY:

3 d. Written approval from COUNTY must be secured if the property or the
4 facility is to be put to an alternate use that is consistent with federal regulations governing
5 CDBG funds;

6 e. Should SPONSOR desire during the five-year period to use the real
7 property or the constructed facility for a purpose not consistent with applicable federal
8 regulations governing CDBG funds or to sell the real property or facility, then:

9 (1) If SPONSOR desires to retain title, it will have to reimburse either
10 COUNTY or the federal government an amount that represents the percentage of current fair
11 market value that is identical to the percentage that CDBG funds initially comprised of monies
12 paid to acquire the property or construct the facility; or

13 (2) If SPONSOR sells the property or facility or is required to sell the
14 property or facility, SPONSOR is to reimburse either the COUNTY or the federal government
15 an amount that represents the percentage of proceeds realized by the sale that is identical to the
16 percentage that CDBG funds initially comprised of monies paid to acquire the property or
17 construct the facility. This percentage amount will be calculated after deducting all actual and
18 reasonable cost of sale from the sale proceeds.

19 29. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
20 entire agreement of the parties in relation to the subject matter hereof, and that no other
21 agreement or understanding, verbal or otherwise, relative to this subject matter, exists between
22 the parties at the time of execution.

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

26 31. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT.
27 SPONSOR agrees to, and will require any lessee or assignee to notify Riverside County
28 Workforce Development Center of any and all job openings that are caused by this project.

1 32. MINISTERIAL ACTS. The Assistant County Executive Officer/EDA of
2 COUNTY's Economic Development Agency or designee(s) are authorized to take such
3 ministerial actions as may be necessary or appropriate to implement the terms, provisions, and
4 conditions of this Agreement as it may be amended from time to time by COUNTY.

5 33. PROJECT ELIGIBILITY. As to SPONSOR or its claimants, COUNTY shall bear
6 no liability for any later determination by the United States Government, the Department of
7 Housing and Urban Development, or any other person or entity, that SPONSOR is or is not
8 eligible under 24 CFR Part 570 to receive CDBG funds.

9 34. SOURCE OF FUNDING. Sponsor acknowledges that the source of funding
10 pursuant to this Agreement is Community Development Block Grant (CFDA 14.218).

11 35. ASSIGNMENT. The SPONSOR will not make any assignment or transfer in any
12 other form with respect to this Agreement , without prior written approval of the COUNTY.

13 36. INTERPRETATION AND GOVERNING LAW. This Agreement and any
14 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
15 the State of California. This Agreement shall be construed as a whole according to its fair
16 language and common meaning to achieve the objectives and purposes of the parties hereto, and
17 the rule of construction to the effect that ambiguities are to be resolved against the drafting party
18 shall not be employed in interpreting this Agreement, all parties having been represented by
19 counsel in the negotiation and preparation hereof.

20 37. WAIVER. Failure by a party to insist upon the strict performance of any of the
21 provisions of this Agreement by the other party, or the failure by a party to exercise its rights
22 upon the default of the other party, shall not constitute a waiver of such party's right to insist
23 and demand strict compliance by the other party with the terms of this Agreement thereafter.

24 38. JURISDICTION AND VENUE. Any action at law or in equity arising under this
25 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
26 the validity of any provision of this Agreement shall be filed in the consolidated Courts of
27 Riverside County, State of California, and the parties hereto waive all provisions of law
28 providing for the filing, removal or change of venue to any other court or jurisdiction

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COUNTY and SUBRECIPIENT respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

COUNTY OF RIVERSIDE

«SPONSOR»

By: _____
Robert Field
Assistant County Executive Officer/EDA

By _____

SH:JT:mmv