

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



261
A

FROM: Housing Authority

SUBMITTAL DATE:
June 4, 2015

SUBJECT: Ratify and Approve the Fiscal Year 2014-15 Housing Opportunity for Persons with AIDS (HOPWA) Agreement between the Housing Authority of the County of Riverside and the City of Riverside; and Ratify and Approve HOPWA Contracts between the Housing Authority and Contractors; All Districts [\$2,529,139], U.S. Department of Housing and Urban Development 100%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15301;
2. Ratify and approve the attached Fiscal Year 2014-2015 Housing Opportunity for Persons with AIDS (HOPWA) Agreement (Agreement) between the Housing Authority of the County of Riverside (Authority) and the City of Riverside, awarding the Authority \$1,129,139 in HOPWA funds to implement the HOPWA program within the County of Riverside during the period July 1, 2014 through June 30, 2015;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,529,139	\$	\$ 2,529,139	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: U.S. Department of Housing and Urban Development 100%
Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

On motion of Commissioner Ashley, seconded by Commissioner Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 16, 2015
 xc: Housing Authority

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

10-2

FORM APPROVED COUNTY COUNSEL 5/29/15
BY:
GREGORY P. PRIAMOS
DATE

Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY:
Esteban Hernandez

A-30
 4/5
 Vote
 Positions Added
 Change Order

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

Housing Authority

FORM 11: Ratify and Approve the Fiscal Year 2014-15 Housing Opportunity for Persons with AIDS (HOPWA) Agreement between the Housing Authority of the County of Riverside and the City of Riverside; and Ratify and Approve HOPWA Contracts between the Housing Authority and Contractors; All Districts [\$2,529,139], U.S. Department of Housing and Urban Development 100%; CEQA Exempt

DATE: June 4, 2015

PAGE: 2 of 6

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board of Commissioners to execute the attached Agreement;
4. Authorize the Authority Executive Director, or designee, to take all necessary steps to implement the Agreement, including but not limited to, signing subsequent necessary and relevant documents, subject to approval by County Counsel;
5. Authorize the Authority Executive Director, or designee, to (a) negotiate and execute any amendments to the Agreement, including, but not limited to amendments that result in an increase in the award of HOPWA funds from the City to the Authority, and (b) to take all necessary steps to implement any amendments, including but not limited to, signing any subsequent necessary and relevant documents such as Certificates of Acceptance attached to Grant Deeds, subject to approval by County Counsel;
6. Ratify and approve each of the attached Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services Between the Housing Authority of the County of Riverside and the following contractors, Desert AIDS Project in the amount of \$291,880; Catholic Charities of San Bernardino and Riverside Counties in the amount of \$48,000; and Foothill AIDS Project in the amount of \$30,000, each for the period July 1, 2014 through June 30, 2015 with the option to extend an additional twelve months (collectively, HOPWA Contracts); and
7. Authorize the Authority Executive Director, or designee, to (a) execute the HOPWA Contracts, (b) take all necessary steps to implement the HOPWA Contracts, including but not limited to, signing subsequent necessary and relevant documents, and (c) approve any subsequent amendments to the HOPWA Contracts provided the respective contract amounts are not increased, subject to approval by County Counsel.

BACKGROUND:

Summary

Annual Award of HOPWA Funds

The U.S. Department of Housing and Urban Development (HUD) sponsors a program entitled Housing Opportunities for Persons with AIDS (HOPWA). This program provides localities with financial resources to devise long-term comprehensive strategies for meeting the housing needs of low-income, HIV positive individuals and their families.

The City of Riverside (City), as grantee for the Riverside-San Bernardino County service area, has awarded the Housing Authority of the County of Riverside (Authority) \$1,129,139 to serve as the HOPWA Project Sponsor for Riverside County. As Project Sponsor, the Authority plans, coordinates and monitors HOPWA services for eligible Riverside County residents. Such services include: tenant based rental assistance; project based rental assistance; short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance. The Authority's HOPWA program is continually operated based on the Authority's historical role as the HOPWA administrator for Riverside County during the past fifteen years. The proposed Agreement, attached hereto as Attachment A, sets forth the terms for administration of the HOPWA funds for fiscal year 2014-15.

(Continued)

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DATE: June 4, 2015

PAGE: 3 of 6

BACKGROUND: (Continued)

Summary

Ratification of the Agreement is required. In order to ensure that HOPWA program services remain available to vulnerable low income HIV positive individuals and their families, HOPWA program costs for fiscal year 2014-15 have already been incurred and covered by alternate funding sources including unspent HOPWA funds from prior fiscal years and the Authority's unrestricted administrative funds. These HOPWA program costs were included in the Authority's approved fiscal year 2014/15 budget. The Authority will be reimbursed by the City for HOPWA program costs incurred by the Authority upon execution of the attached proposed Agreement.

Staff recommends that the Board ratify, approve and authorize the Chairman of the Board to execute the attached Agreement as well as authorize the Executive Director, or designee, to take all necessary steps to implement the Agreement, including but not limited to, signing subsequent necessary and relevant documents, subject to approval by County Counsel.

Additional One-Time Award and Amendment to Agreement

Subsequent to awarding the Authority with the regular annual grant referenced above, the City notified Authority staff of an opportunity to receive an additional, one-time award of HOPWA funds in the amount of one million four hundred thousand dollars (\$1,400,000) (Additional Award). The purpose of the Additional Award is for the acquisition and minor rehabilitation of residential property which will, in turn, be available for rent by qualifying low income HOPWA-eligible individuals and their families. At the request of the City, Authority staff provided a Proposal for Use of HOPWA Funds (Proposal), attached hereto as Attachment B, a Scope of Work, attached hereto as Attachment C and a Budget, attached hereto as Attachment D. Additional Award funds will cover all costs related to the acquisition, minor rehabilitation and, if applicable, relocation of eligible displaced tenants.

Authority staff identified six properties that are for sale in Palm Springs, each of which is within a two mile radius of the Desert Aids Center. This area was targeted for assistance because of the concentration of low income individuals and households living with HIV/AIDS in the Coachella Valley. The proposed properties each consist of one to two bedroom units to accommodate the large population of HOPWA-eligible single-person households, some of which require live-in care providers. The Proposal is subject to the continued availability of the identified properties and receipt of satisfactory title report, property inspection, appraisal and environmental review for each. The City will conduct the environmental review for proposed properties in conformance with the National Environmental Policy Act (NEPA). Upon completion of the NEPA reviews, Authority staff proposes to commence with the property acquisitions. Upon closing of escrow, minor rehabilitation, if necessary, will be completed. Staff estimates that units will be occupied by HOPWA-eligible individuals and their families within thirty days of escrow closing or completion of minor rehabilitation, for those properties requiring it.

Title of properties acquired with Additional Award funds will be vested in the Authority's name and will remain dedicated to HOPWA-eligible housing and assistance in the manner and for the period of time prescribed in the Code of Federal Regulations Part 24 Section 574.310.

(Continued)

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PAGE: 4 of 6

BACKGROUND: (Continued)

Summary

On February 10, 2015 the Riverside City Council authorized the preparation of an amendment to the Agreement setting forth the terms of the Additional Award (Amendment). Such Amendment has not yet been delivered to the Authority. Authority staff anticipates receipt of the Amendment in upcoming months and foresees the need for additional action by the Authority in order to implement said Amendment. Because the deadline to expend funds is slated for December, 2015, timely implementation of Additional Award acquisitions is imperative.

In order to expedite implementation of proposed acquisitions using Additional Award funds, staff recommends that the Board authorize the Executive Director, or designee, to negotiate and implement any amendments to the Agreement, including the Amendment, and to take all necessary steps to implement such amendments, including but not limited to, signing any subsequent necessary and relevant documents such as Certificates of Acceptance attached to Grant Deeds, subject to approval by County Counsel.

HOPWA Contracts

The proposed HOPWA Agreement from the City allows the Authority to contract with local service providers to administer HOPWA services. Contracted HOPWA services include supportive services to ensure successful housing outcomes; project-based rental assistance; short term assistance with rent, mortgage and utilities; and housing information services. The Authority issued a Request for Proposals (RFP) on September 14, 2015 to secure such service providers. The following agencies submitted proposals in response to the RFP and are being recommended by staff for HOPWA service-provider contracts: Desert AIDS Project (DAP) in the amount of \$291,880; Catholic Charities of San Bernardino and Riverside Counties (Catholic Charities) in the amount of \$48,000; and Foothill AIDS Project (Foothill) in the amount of \$30,000. The proposed agreements between the Authority and DAP, Catholic Charities and Foothill, are each memorialized in the proposed Housing Opportunities for Persons with AIDS Contract of Services attached hereto as Attachments E, F and G respectively (collectively, HOPWA Contracts). The total value of all proposed HOPWA Contracts is \$369,880, which costs were included in the Authority's Fiscal Year 2014-15 Budget as part of the expenditure of total fiscal year 2014-15 HOPWA funds. Upon ratification, approval and execution of the HOPWA Contracts, Authority will be reimbursed by the City for HOPWA Program-related costs paid by the Authority. The term of the proposed HOPWA Contracts is July 1, 2014 through June 30, 2015 with the option to extend an additional twelve months.

Staff recommends that the Board ratify and approve each of the Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services Between the Housing Authority of the County of Riverside and the following contractors: Desert AIDS Project; Catholic Charities of San Bernardino and Riverside Counties; and Foothill AIDS Project (collectively, HOPWA Contracts), attached hereto as Attachments E, F and G, respectively. Staff also recommends that the Board authorize the Authority Executive Director, or designee, to (a) sign the HOPWA Contracts, (b) take all necessary steps to implement the HOPWA Contracts, including but not limited to, signing subsequent necessary and relevant documents, and (c) approve any subsequent amendments to the HOPWA Contracts provided the respective contract amounts are not increased, subject to approval by County Counsel.

(Continued)

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PAGE: 5 of 6

BACKGROUND: (Continued)

Summary

California Environmental Quality Act (CEQA) Findings

Pursuant to the California Environmental Quality Act (CEQA), the Agreement, including the proposed Amendment, and the HOPWA Contracts were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption, and Section 15301 Class 1- Existing Facilities exemption. The Project includes the following, (i) the Agreement providing for the grant of HOPWA funds to the Authority to provide tenant based rental assistance, project based rental assistance, short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance, (ii) the Amendment, which involves the acquisition and minor interior tenants improvements of existing homes to be rented to qualifying low income HOPWA-eligible individuals and their families, and (iii) the HOPWA Contracts, which involve the provision of services by contractors including supportive services to ensure successful housing outcomes, project-based rental assistance, short term assistance with rent, mortgage and utilities, and housing information services, and it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment. The Agreement and HOPWA Contracts will have purely financial effects. The purchase and improvement of already existing housing units at the same physical location will also not have an effect on the environment. The upgraded housing units will not increase any potential environmental impacts due to the minor interior rehabilitation of the units. The use and operation will be substantially similar to the existing residential units and will not create any new environmental impacts to the surrounding area. In fact, the upgrades to the housing will improve both the existing structures and the surrounding community. Further, the purchase and improvement of the already existing housing units as set forth in the Amendment is categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities since the Project includes minor interior rehabilitation of existing facilities in order to improve the existing use of the units for housing and no expansion of an existing use will occur. A Notice of Exemption will be filed by Authority staff with the County Clerk upon approval of the Agreement.

Impact on Citizens and Businesses

Low-income residents of Riverside County affected by HIV/AIDS will have access to additional housing services and support services through funding provided by this agreement. These services are designed to increase the effectiveness of HIV treatment regimens and reduce occurrences of new infections.

SUPPLEMENTAL:

Additional Fiscal Information

No budget adjustment is needed. The Authority will utilize Agreement and Amendment funds as listed below:

Regular Annual Award

Housing Assistance	\$797,423.00
Supportive Services	\$150,000.00
Permanent Housing Placement	\$42,000.00
Housing Information Services	\$60,676.27
Administrative Costs	\$79,039.73
Total:	\$1,129,139

(Continued)

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PAGE: 6 of 6

SUPPLEMENTAL:

Additional Fiscal Information (Continued)

Additional One-Time Award

Acquisition Costs:	
<i>Purchase Price</i>	\$1,184,600
<i>Inspections</i>	\$2,400
<i>Appraisals</i>	\$4,000
<i>Closing Costs</i>	\$36,132
	Sub-Total \$1,227,132
Approximate (Minor) Rehabilitation Costs:	\$117,000
Approximate Tenant Relocation Costs:	\$33,000
	Total: \$1,377,132

ATTACHMENTS:

Attachment A- FY 2014-2015 HOPWA Agreement (3 copies)

Attachment B- Proposal for Use of HOPWA Funds

Attachment C- Appendix A-1 Scope of Work

Attachment D- Appendix D-1 Budget

Attachment E- Housing Opportunities for Persons with AIDS Contract of Services with the Desert AIDS Project (3 copies)

Attachment F- Housing Opportunities for Persons with AIDS Contract of Services with the Catholic Charities of San Bernardino and Riverside Counties (3 copies)

Attachment G- Housing Opportunities for Persons with AIDS Contract of Services with the Foothill AIDS Project (3 copies)

**FY 2014-2015 HOPWA AGREEMENT
Housing Opportunities for Persons with AIDS**

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into this 25th day of June, 2015, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City", and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, located at 5555 Arlington Avenue, Riverside, California 92504, hereinafter referred to as "Authority" with reference to the following:

RECITALS

A. WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has sponsored a program titled Housing Opportunities for Persons with AIDS ("HOPWA"), a program which provides localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with acquired immune deficiency syndrome (AIDS) or related diseases and their families.

B. WHEREAS, the City has received approval from HUD for an allocation of federal funds from the HOPWA program to carry out the goals and objectives of the program as outlined in the Consolidated Plan for fiscal year 2014-2015 and incorporated herein by this reference.

C. WHEREAS, the Authority has in previous fiscal years received these funds to provide similar services as a project sponsor; this year Authority will use funds in the amount of One Million One Hundred Twenty Nine Thousand One Hundred Thirty Nine Dollars (\$1,129,139) to provide services as described in the Scope of Services, attached hereto as Exhibit "A" and incorporated by this reference.

D. WHEREAS, the City and Authority agree that Authority shall implement the HOPWA program consistent with the City's Grant Application and Authority agrees to act as a project sponsor of this program for the period named in the grant award allowing for a full expenditure of fiscal year 2014-2015 HOPWA funds during the period of July 1, 2014 through June 30, 2015.

NOW, THEREFORE, the parties hereto agree as follows:

1. The City will contract with the Authority to implement the HOPWA program and coordinate and sponsor the program within the County of Riverside as set forth in the Scope of Services, attached hereto as Exhibit "A", and consistent with HUD/HOPWA Consolidated Plan Certifications, attached hereto as Exhibit "B", all of which is incorporated herein by this reference.

2. The Authority agrees to contract with appropriate agencies as contractors (the "Contractors") to fulfill the obligations of the HOPWA program and to coordinate and sponsor the program to benefit eligible persons who reside within the County of Riverside. As coordinator and sponsor of the program, the Authority will ensure that the Contractor(s) named by the Authority shall perform all services under this program in accordance with the conditions as described in the grant award from HUD to the City. All services shall also be performed in accordance with the rules and regulations set forth in 24 CFR Chapter V, Part 574, as may be amended, attached hereto as Exhibit "C" and incorporated herein by this reference.

3. By executing this Agreement, Authority certifies that Authority is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Authority shall carry the insurance or provide for self-insurance required by California law to protect said Authority from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Authority shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Authority is self-insured for such coverage, or (2) a certified statement that Authority has no employees, and acknowledging that if Authority does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

4. Prior to City's execution of this Agreement, Authority shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Authority against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by Authority, or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Authority.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a policy holder's rating of A or higher, and a Financial Class of VII or larger.

Authority's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

This minimum amount of coverage shall not constitute any limitation or cap on Authority's indemnification obligations stated in this section.

Prior to City's execution of this Agreement, insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for commercial general liability, shall be filed with City and shall include City, its officers and

employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

“Solely with respect to work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City and its officers and employees are added as additional insureds under this policy.”

The policy shall not be cancelled unless thirty (30) days’ prior written notification of intended cancellation has been given to City by certified or registered mail.

City, its agents and employees make no representation that the limits of the insurance specified to be carried by Authority pursuant to this Agreement are adequate to protect Authority. If Authority believes that any required insurance coverage is inadequate, Authority will obtain such additional insurance coverage as Authority deems adequate, as Authority’s sole expense.

The insurance requirements stated in this section may be satisfied by Authority by providing proof of self-insurance acceptable to the City.

5. The Authority agrees to indemnify, defend and hold harmless the City and their authorized agents, officers, and employees against any and all claims or actions arising from the Authority’s willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by Authority and for any costs or expenses incurred by the Authority or City on account of any claim therefore.

6. The City agrees to indemnify, defend and hold harmless the Authority and their authorized agents, officers, and employees against any and all claims arising from the City’s willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by City and for any costs or expenses incurred by the Authority on account of any claims therefore.

7. The Authority agrees to provide City with all the documentation required by HUD for the HOPWA program upon City’s request.

8. The Authority shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities in accordance with the requirements of the Housing and Community Development Act and its regulations and specifically shall prepare and maintain the following records and reports to assist the City in maintaining its records keeping requirements:

A. Records:

(1) Documentation of the income level as defined by the HUD Guidelines, and the number of persons and/or families participating in or benefiting by the Authority’s program.

(2) Documentation of all HOPWA funds received from the City.

(3) Documentation of expenses as identified in the Authority's Fiscal Year 2014-2015 Budget, attached hereto as Exhibit "D" and incorporated by this reference, along with any adjustments, as approved by City.

(4) Authority must maintain current and accurate data on race and ethnicity of program participants (Sec. 574.530 Record keeping).

(5) Any other related records as City shall require.

B. Reports:

(1) Quarterly reports to the City of Riverside regarding the use of HOPWA funds by the Contractors as provided herein. Reports are due October 15, 2014 (1st Quarter), January 15, 2015 (2nd Quarter), April 15, 2015 (3rd Quarter), and July 15, 2015 (4th Quarter).

(2) Any such other reports as City shall reasonably require.

9. The Authority's records shall be open to inspection and audit by the authorized representatives of the City, HUD and the Comptroller General during regular working hours. Said records shall be retained for such time as may be required by the regulations of the Housing and Community Development Act, but in no case for less than five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which City or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims or exceptions.

10. All terms and conditions in this Agreement shall commence on July 1, 2014, and shall terminate when all program funds have been expended, or no later than June 30, 2015. In the event the funds allocated hereunder are not fully expended by such date, this Agreement and all its terms and conditions may be automatically extended for an additional period of one (1) year upon prior written approval of the City Development Director.

11. In the event the Authority fails to provide coordination and the sponsorship as set forth in the attached documents, particularly 24 CFR Part 574 Subparts D through G, the City may, upon thirty (30) days written notice to the Authority, terminate this HOPWA Agreement.

12. The City agrees to reimburse the Authority for payment made to Contractors under the HOPWA program consistent with the agreement(s) between the Authority and Contractor(s). Payments to Contractors eligible for reimbursement by the City shall not exceed the amount of One Million One Hundred Twenty Nine Thousand One Hundred Thirty Nine Dollars (\$1,129,139). As authorized by HUD, the Authority may bill the City an amount not to exceed Seventy Nine Thousand Thirty Nine Dollars (\$79,039) for administrative costs associated with sponsorship of the HOPWA program within Riverside County. The maximum amount

payable under this Agreement shall be One Million One Hundred Twenty Nine Thousand One Hundred Thirty Nine Dollars (\$1,129,139). All payments to the Authority will be made on a reimbursement basis for actual expenses incurred by Contractors or the Authority as outlined above.

13. Authority shall at all times during its performance of this Agreement retain its status as independent contractor. Authority's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Authority.

14. The individuals executing this Agreement and the instruments referenced herein on behalf of the Authority each represent and warrant that they have the legal power, right and actual authority to bind the Authority to the terms and conditions hereof and thereof.

15. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" – Scope of Services
- Exhibit "B" – HUD/ HOPWA Certifications
- Exhibit "C" – 24 CFR, Chapter V, Part 574
- Exhibit "D" - Budget
- Exhibit "E" – Key Personnel
- Exhibit "F" – FFATA

This Agreement is hereby executed on behalf of the parties as follows:

CITY OF RIVERSIDE,
a California charter city and
municipal corporation


By: 
Community Development
Deputy Director

Date: 6/22/15


Attest: 
City Clerk

Date: June 25, 2015

APPROVED AS TO FORM:

By: 
Deputy City Attorney

HOUSING AUTHORITY OF THE
COUNTY OF RIVERIDE,
a public entity, corporate and politic

By: 
Marion Ashley
Chairman, Board of Commissioners

Date: JUN 16 2015

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel


By: 
Jhaila R. Brown
Deputy County Counsel

EXHIBIT "A"

Scope of Services

EXHIBIT "A" SCOPE OF SERVICES

Housing Opportunities for Persons with AIDS (HOPWA) Funding FY 2014-2015

Services Provided

The Housing Authority of the County of Riverside (HACR) will utilize HOPWA funds to provide services to low income individuals/families with HIV/AIDS residing in Riverside County. The services include: tenant based rental assistance; project based rental assistance; short term assistance with rent, mortgage, and utility costs (STRMU); housing information services; supportive services; and permanent housing placement assistance. HACR will directly provide tenant based rental assistance, permanent housing placement and housing information services to eligible households. Short term assistance, supportive services, project based rental assistance and permanent housing placement will be provided by local HIV/AIDS service providers through subcontracts.

Households Served

The HACR projects the following number of clients per service category:

	Continuing Clients	New Clients	Total
Tenant Based Rental Assistance (TBRA)	85	10	95
Project Based Rental Assistance	12	4	16
Short Term Rental/Mortgage/Utility Assistance			
<i>Desert AIDS Project</i>	10	50	60
<i>Catholic Charities</i>	5	10	15
<i>Housing Authority</i>	5	15	20
Total STRMU	20	75	95
Supportive Services			
<i>Desert AIDS Project</i>	35	50	85
<i>Catholic Charities</i>	10	15	25
<i>Foothill AIDS Project</i>	0	7	7
<i>Housing Authority</i>	10	15	25
Total Supportive Services	55	87	142
Permanent Housing Placement			
<i>Desert AIDS Project</i>	0	35	35
<i>Catholic Charities</i>	0	15	15
<i>Housing Authority</i>	0	10	10
Total Permanent Housing Placement	0	60	60
Housing Information Services	25	300	325

How Funds Will be Expended

- Tenant Based Rental Assistance, known locally as the Housing Options Program (HOP), will be provided by the Housing Authority. These funds will be used to provide a rental subsidy to low income HIV positive households. The Housing Authority will also maintain a waiting list for the HOP program. HACR anticipates serving 95 households with the HOP program during the next 12 month contract period.
- Project Based Rental Assistance will be provided by Desert AIDS Project in the City of Palm Springs at the Vista Sunrise Apartments. This funding will support 12 subsidized

EXHIBIT "A"

SCOPE OF SERVICES

rental units at an apartment complex that is within walking distance to Desert AIDS Project's service site.

- STRMU, Supportive Services, and Permanent Housing Placement will be provided by HACR and subcontracted to local services providers to ensure that clients have a choice when accessing HOPWA services. A total of \$311,300 has been allocated to these services which will to serve approximately 150 new unduplicated clients.
- Housing Information Services will be provided by HACR. An estimated 325 persons will receive Housing Information Services
- Finally, \$79,039 has been allocated for administrative costs specific to the HOPWA program.

Office Locations

Housing Authority of the County of Riverside

5555 Arlington Avenue
Riverside, CA 92504

44-199 Monroe, Ste B (Desert Office)
Indio, CA 92201

Desert AIDS Project
1695 N. Sunrise Way
Palm Springs, CA 92262

Vista Sunrise Apartments (Project Based Site)
1313 E Vista Chino
Palm Springs, CA 92262

Catholic Charities
21250 Box Springs Rd # 206
Moreno Valley, CA 92557

Foothill AIDS Project (main office)
233 West Harrison Avenue,
Claremont, CA 91711

Exhibit "B"

HUD/HOPWA Consolidated Plan Certifications

HOPWA Certifications

The HOPWA grantee certifies that:

Activities – Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building – Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



Signature/Authorized Official

5/8/14

Date

Community Development Deputy Director
Title

Exhibit "C"

24 CFR Chapter V, Part 574

§ 574.130

provided under this part. In allocating grant amounts among eligible activities, the EMSA's applicant shall address needs of eligible persons who reside within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

[60 FR 1917, Jan. 5, 1995]

§ 574.130 Formula allocations.

(a) *Data sources.* HUD will allocate funds based on the number of cases of acquired immunodeficiency syndrome reported to and confirmed by the Director of the Centers for Disease Control, and on population data provided by the U.S. Census. The number of cases of acquired immunodeficiency syndrome used for this purpose shall be the number reported as of March 31 of the fiscal year immediately preceding the fiscal year for which the amounts are appropriated and allocated.

(b) *Distribution of appropriated funds for entitlement awards.* (1) Seventy-five percent of the funds allocated under the formula is distributed to qualifying cities and eligible States, as described in § 574.100, based on each metropolitan statistical area's or State's proportionate share of the cumulative number of AIDS cases in all eligible metropolitan statistical areas and eligible States.

(2) The remaining twenty-five percent is allocated among qualifying cities, but not States, where the per capita incidence of AIDS for the year, April 1 through March 31, preceding the fiscal year of the appropriation is higher than the average for all metropolitan statistical areas with more than 500,000 population. Each qualifying city's allocation reflects its EMSA's proportionate share of the high incidence factor among EMSA's with higher than average per capita incidence of AIDS. The high incidence factor is computed by multiplying the population of the metropolitan statistical area by the difference between its twelve-month-per-capita-incidence rate and the average rate for all metropolitan statistical areas with more than 500,000 population. The EMSA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all

24 CFR Ch. V (4-1-03 Edition)

EMSA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than \$200,000. Therefore, if the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than \$200,000, the amount allocated to that entity is increased to \$200,000 and allocations to entities in excess of \$200,000 are proportionately reduced by the amount of the increase.

§ 574.190 Reallocation of grant amounts.

If an eligible State or qualifying city does not submit a consolidated plan in a timely fashion, in accordance with 24 CFR part 91, that provides for use of its allocation of funding under this part, the funds allocated to that jurisdiction will be added to the funds available for formula allocations to other jurisdictions in the current fiscal year. Any formula funds that become available as a result of deobligations or the imposition of sanctions as provided for in § 574.540 will be added to the funds available for formula allocations in the next fiscal year.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

Subpart C—Competitive Grants

§ 574.200 Amounts available for competitive grants.

(a) The Department will set aside 10 percent of the amounts appropriated under this program to fund on a competitive basis:

(1) Special projects of national significance; and

(2) Other projects submitted by States and localities that do not qualify for formula grants.

(b) Any competitively awarded funds that become available as a result of deobligations or the imposition of sanctions, as provided in § 574.540, will be added to the funds available for competitive grants in the next fiscal year.

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in

response to a Notice of Funding Availability published in the FEDERAL REGISTER. All States and units of general local government and nonprofit organizations are eligible to apply for competitive grants to fund projects of national significance. Only those States and units of general local government that do not qualify for formula allocations are eligible to apply for competitive grants to fund other projects.

(d) If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

§ 574.210 Eligible applicants.

(a) All States, units of general local government, and nonprofit organizations, may apply for grants for projects of national significance.

(b) Only those States and units of general local government that do not qualify for formula grants, as described in § 574.100; may apply for grants for other projects as described in § 574.200(a)(2).

(c) Except for grants for projects of national significance, nonprofit organizations are not eligible to apply directly to HUD for a grant but may receive funding as a project sponsor under contract with a grantee.

§ 574.240 Application requirements.

Applications must comply with the provisions of the Department's Notice of Funding Availability (NOFA) for the fiscal year published in the FEDERAL REGISTER in accordance with 24 CFR part 12. The rating criteria, including the point value for each, are described in the NOFA, including criteria determined by the Secretary.

[61 FR 7963, Feb. 29, 1996]

§ 574.260 Amendments.

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and

approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

(2) For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with § 574.510.

(Approved by the Office of Management and Budget under control number 2506-0133)

Subpart D—Uses of Grant Funds

§ 574.300 Eligible activities.

(a) *General.* Subject to applicable requirements described in §§ 574.310, 574.320, 574.330, and 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by § 574.310(a), must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

(b) *Activities.* The following activities may be carried out with HOPWA funds:

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;

(2) Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives);

§ 574.300

24 CFR Ch. V (4-1-03 Edition)

(3) Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services;

(4) New construction (for single room occupancy (SRO) dwellings and community residences only).

(5) Project- or tenant-based rental assistance, including assistance for shared housing arrangements;

(6) Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling;

(7) Supportive services including, but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

(8) Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs;

(9) Technical assistance in establishing and operating a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence;

(10) Administrative expenses:

(i) Each grantee may use not more than 3 percent of the grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsors; and

(ii) Each project sponsor receiving amounts from grants made under this program may use not more than 7 percent of the amounts received for administrative costs.

(11) For competitive grants only, any other activity proposed by the applicant and approved by HUD.

(c) *Limitations of assistance to primarily religious organizations*—(1) *Provision of assistance.* (i) Assistance may be provided under this part by a grantee to a project sponsor that is a primarily religious organization if the primarily religious organization agrees to provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:

(A) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

(B) It will not discriminate against any person applying for any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion.

(C) It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this part.

(ii) Assistance will not be provided to a project sponsor that is a primarily religious organization to construct or acquire a structure. Assistance may be provided to a project sponsor that is a primarily religious organization to rehabilitate or convert a structure owned by the organization, only as described in paragraph (c)(2) of this section.

(2) *Rehabilitation or conversion of structures owned by primarily religious organizations.* Grant amounts may be used to rehabilitate or convert a structure that is owned by a primarily religious organization, only if:

(i) The structure (or portion thereof) that is to be rehabilitated or converted with HUD assistance has been leased to an existing or newly established wholly secular organization (which may be established by the religious organization under the provisions of paragraph (c)(3) of this section).

(ii) The HUD assistance is provided to the secular organization (and not the religious organization) to make the improvements.

(iii) The leased structure will be used exclusively for secular purposes available to all persons regardless of religion.

(iv) The lease payments paid to the primarily religious organization do not exceed the fair market rent for the structure before the rehabilitation or conversion was done.

(v) The portion of the cost of any improvements that benefit any unleased portion of the structure will be allocated to, and paid for by, the religious organization.

(vi) The primarily religious organization agrees that if the secular organization does not retain the use of the leased premises for wholly secular purposes for the useful life of the improvements, the primarily religious organization will pay an amount equal to the residual value of the improvements to the original grantee from which the amounts used to rehabilitate or convert the building were derived. While the original grantee is expected to use this amount for eligible HOPWA activities, there is no requirement that funds received after the close of the grant period be used in accordance with the requirements of this part.

(3) *Assistance to a wholly secular private nonprofit organization established by a primarily religious organization.* (i) A primarily religious organization may establish a wholly secular private nonprofit organization to serve as a project sponsor. The secular organization may be eligible to receive all forms of assistance available under this part.

(ii) The secular organization must agree to provide eligible activities under this part in a manner that is free from religious influences and in accordance with the principles set forth in paragraph (c)(1)(i) of this section.

(iii) The secular organization may enter into a contract with the religious organization to operate the housing assistance, supportive services and other eligible activities for the project. In such a case, the religious organization must agree in the contract to carry out its contractual responsibilities in a manner free from religious influences and in accordance with the principles set forth in paragraph (c)(1)(i) of this section.

(iv) The rehabilitation or conversion of structures are subject to the requirements of paragraph (c)(2) of this section.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

§574.310 General standards for eligible housing activities.

All grantees using grant funds to provide housing must adhere to the following standards:

(a)(1) *General.* The grantee shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing under this subpart. Supportive services are described in §574.300(b)(7). For any individual with acquired immunodeficiency syndrome or a related disease who requires more intensive care than can be provided in housing assisted under this subpart, the grantee shall provide for locating a care provider who can appropriately care for the individual and for referring the individual to the care provider.

(2) *Payments.* The grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

(i) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

(ii) By an entity that provides health services on a prepaid basis.

(b) *Housing quality standards.* All housing assisted under §574.300(b) (3), (4), (5), and (8) must meet the applicable housing quality standards outlined below.

(1) *State and local requirements.* Each recipient of assistance under this part must provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

(2) *Habitability standards.* Except for such variations as are proposed by the

locality and approved by HUD, recipients must meet the following requirements:

(i) *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.

(ii) *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(iii) *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.

(iv) *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(v) *Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.

(vi) *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.

(vii) *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliance while assuring safety from fire.

(viii) *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(ix) *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

(c) *Minimum use period for structures.*
 (1) Any building or structure assisted with amounts under this part must be maintained as a facility to provide housing or assistance for individuals with acquired immunodeficiency syndrome or related diseases:

(i) For a period of not less than 10 years, in the case of assistance pro-

vided under an activity eligible under § 574.300(b) (3) and (4) involving new construction, substantial rehabilitation or acquisition of a building or structure; or

(ii) For a period of not less than 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure.

(2) Waiver of minimum use period. HUD may waive the minimum use period of a building or structure as stipulated in paragraph (c)(1) of this section if the grantee can demonstrate, to the satisfaction of HUD, that:

(i) The assisted structure is no longer needed to provide supported housing or assistance, or the continued operation of the structure for such purposes is no longer feasible; and

(ii) The structure will be used to benefit individuals or families whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, if the Secretary finds that such variations are necessary because of construction costs or unusually high or low family incomes.

(d) *Resident rent payment.* Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of:

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;

(2) 10 percent of the family's monthly gross income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the

family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(e) *Termination of assistance*—(1) *Surviving family members*. With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS. The grantee or project sponsor shall establish a reasonable grace period for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with AIDS. The grantee or project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses.

(2) *Violation of requirements*—(i) *Basis*. Assistance to participants who reside in housing programs assisted under this part may be terminated if the participant violates program requirements or conditions of occupancy. Grantees must ensure that supportive services are provided, so that a participant's assistance is terminated only in the most severe cases.

(ii) *Procedure*. In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of:

(A) Serving the participant with a written notice containing a clear statement of the reasons for termination;

(B) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(C) Providing prompt written notification of the final decision to the participant.

(Paragraph (c) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 61 FR 7963, Feb. 29, 1996; 66 FR 6225, Jan. 19, 2001]

§ 574.320 Additional standards for rental assistance.

(a) If grant funds are used to provide rental assistance, the following additional standards apply:

(1) *Maximum subsidy*. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:

(i) The lower of the rent standard or reasonable rent for the unit; and

(ii) The resident's rent payment calculated under § 574.310(d).

(2) *Rent standard*. The rent standard shall be established by the grantee and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

(3) *Rent reasonableness*. The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

(b) With respect to shared housing arrangements, the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in comparison to other private space in the shared unit, excluding common space. An assisted family or individual may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements shall be voluntary.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

§ 574.330 Additional standards for short-term supported housing.

Short-term supported housing includes facilities to provide temporary shelter to eligible individuals as well as rent, mortgage, and utilities payments to enable eligible individuals to remain in their own dwellings. If grant funds are used to provide such short-term supported housing assistance, the following additional standards apply:

(a) *Time limits.* (1) A short-term supported housing facility may not provide residence to any individual for more than 60 days during any six month period. Rent, mortgage, and utilities payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided to such an individual for these costs accruing over a period of more than 21 weeks in any 52 week period. These limitations do not apply to rental assistance provided under § 574.300(b)(5).

(2) *Waiver of time limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (a)(1) and will favorably consider a waiver based on the good faith effort of a project sponsor to provide permanent housing under subsection (c).

(b) *Residency limitations—(1) Residency.* A short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals;

(2) *Waiver of residency limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (b)(1) of this section.

(c) *Placement.* A short-term supported housing facility assisted under this part must, to the maximum extent practicable, provide each individual living in such housing the opportunity for placement in permanent housing or in a living environment appropriate to his or her health and social needs.

(d) *Assistance to continue independent living.* In addition to the supportive services provided when an individual is relocated to a short-term supported housing facility, supportive services may be provided to individuals when they remain in their residence because the residence is appropriate to the needs of the individual. In the latter case, a rent, mortgage and utilities

payments program assisted under this part shall provide, when reasonable, supportive services specifically designed to maintain the individual in such residence.

(e) *Case management services.* A program assisted under this section shall provide each assisted individual with an opportunity, if eligible, to receive case management services from the appropriate social service agencies.

(Paragraph (b) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

§ 574.340 Additional standards for community residences.

(a) A community residence is a multiunit residence designed for eligible persons to provide a lower cost residential alternative to institutional care; to prevent or delay the need for such care; to provide a permanent or transitional residential setting with appropriate services to enhance the quality of life for those who are unable to live independently; and to enable such persons to participate as fully as possible in community life.

(b) If grant funds are used to provide a community residence, except for planning and other expenses preliminary to construction or other physical improvement for a community residence, the grantee must, prior to the expenditure of such funds, obtain and keep on file the following certifications:

(1) *A services agreement.* (i) A certification that the grantee will itself provide services as required by § 574.310(a) to eligible persons assisted by the community residence; or

(ii) A certification that the grantee has entered into a written agreement with a project sponsor or contracted service provider to provide services as required by § 574.310(a) to eligible persons assisted by the community residence;

(2) *The adequacy of funding.* (i) A certification that the grantee has acquired sufficient funding for these services; or

(ii) A certification that the grantee has on file an analysis of the service

level needed for each community residence, a statement of which grantee agency, project sponsor, or service provider will provide the needed services, and a statement of how the services will be funded; and

(3) *Capability.* (i) A certification that the grantee is qualified to provide the services; or

(ii) A certification that the project sponsor or the service provider is qualified to provide the services.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

Subpart E—Special Responsibilities of Grantees and Project Sponsors

§ 574.400 Prohibition of substitution of funds.

Amounts received from grants under this part may not be used to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of this part.

§ 574.410 Capacity.

The grantee shall ensure that any project sponsor with which the grantee contracts to carry out an activity under this part has the capacity and capability to effectively administer the activity.

§ 574.420 Cooperation.

(a) The grantee shall agree, and shall ensure that each project sponsor agrees, to cooperate and coordinate in providing assistance under this part with the agencies of the relevant State and local governments responsible for services in the area served by the grantee for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

(b) A grantee that is a State shall obtain the approval of the unit of general local government in which a project is to be located before entering into a contract with a project sponsor to carry out an activity authorized under this part.

(c) A grantee that is a city receiving a formula allocation for an EMSA shall coordinate with other units of general local government located within the

metropolitan statistical area to address needs within that area.

§ 574.430 Fee prohibitions.

The grantee shall agree, and shall ensure that each project sponsor agrees, that no fee, except rent, will be charged of any eligible person for any housing or services provided with amounts from a grant under this part.

§ 574.440 Confidentiality.

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.

§ 574.450 Financial records.

The grantee shall agree, and shall ensure that each project sponsor agrees, to maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from a grant under this part.

Subpart F—Grant Administration

§ 574.500 Responsibility for grant administration.

(a) *General.* Grantees are responsible for ensuring that grants are administered in accordance with the requirements of this part and other applicable laws. Grantees are responsible for ensuring that their respective project sponsors carry out activities in compliance with all applicable requirements.

(b) *Grant agreement.* The grant agreement will provide that the grantee agrees, and will ensure that each project sponsor agrees, to:

(1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations;

(2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program;

(3) Assure the adequate provision of supportive services to the participants in the program; and

(4) Comply with such other terms and conditions, including recordkeeping

§ 574.510

and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

(c) *Enforcement.* HUD will enforce the obligations in the grant agreement in accordance with the provisions of 24 CFR 85.43. A grantee will be provided an opportunity for informal consultation before HUD will exercise any remedies authorized in paragraph (a) of that section.

§ 574.510 Environmental procedures and standards.

Before any amounts under this program are used to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, HUD shall perform a review in accord with 24 CFR part 50, which implements the National Environmental Policy Act and the related Federal environmental laws and authorities listed under 24 CFR 50.4. In performing its environmental review, HUD may use previously issued environmental reviews prepared by other local, State, or federal agencies for the proposed property. The grantee will cooperate in providing these documents. HUD must, however, conduct the environmental analysis and prepare the environmental review and be responsible for the required environmental findings. An environmental assurance shall be provided by an applicant for formula allocations or competitive awards in accordance with 24 CFR 50.3(1).

[61 FR 7963, Feb. 29, 1996]

§ 574.520 Performance reports.

(a) *Formula grants.* For a formula grant recipient, the performance reporting requirements are specified in 24 CFR part 91.

(b) *Competitive grants.* A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, and any other information that HUD may require. Annual reports are required until all grant funds are expended.

[60 FR 1918, Jan. 5, 1995]

24 CFR Ch. V (4-1-03 Edition)

§ 574.530 Recordkeeping.

Each grantee must ensure that records are maintained for a four-year period to document compliance with the provisions of this part. Grantees must maintain current and accurate data on the race and ethnicity of program participants.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

§ 574.540 Deobligation of funds.

HUD may deobligate all or a portion of the amounts approved for eligible activities if such amounts are not expended in a timely manner, or the proposed activity for which funding was approved is not provided in accordance with the approved application or action plan and the requirements of this regulation. HUD may deobligate any amount of grant funds that have not been expended within a three-year period from the date of the signing of the grant agreement. The grant agreement may set forth other circumstances under which funds may be deobligated or sanctions imposed.

[61 FR 7963, Feb. 29, 1996]

Subpart G—Other Federal Requirements

§ 574.600 Cross-reference.

The Federal requirements set forth in 24 CFR part 5 apply to this program as specified in this subpart.

[61 FR 5209, Feb. 9, 1996]

§ 574.603 Nondiscrimination and equal opportunity.

Within the population eligible for this program, the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5 and the following requirements apply:

(a) *Fair housing requirements.* (1) Grantees and project sponsors shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations and requirements for certain types of short-term housing assistance).

(2) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) does not apply to this program.

(b) *Affirmative outreach.* A grantee or project sponsor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 33894, June 30, 1994. Redesignated and amended at 61 FR 5209, Feb. 9, 1996; 61 FR 7964, Feb. 29, 1996]

§ 574.605 Applicability of OMB circulars.

The policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87 apply with respect to the acceptance and use of funds under the program by States and units of general local government, including public agencies, and Circulars Nos. A-110 and A-122 apply with respect to the acceptance and use of funds under the program by private non-profit entities. (Copies of OMB Circulars may be obtained from E.O.P. Publications, room 2200, New Executive Office Building, Washington, DC 20503, telephone (202) 395-7332. (This is not a toll-free number.) There is a limit of two free copies.

§ 574.625 Conflict of interest.

(a) In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or ben-

efit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

(b) *Exceptions: Threshold requirements.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (a) of this section when it determines that the exception will serve to further the purposes of the HOPWA program and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(c) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (b) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(2) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a) of this section;

(5) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

§ 574.630 Displacement, relocation and real property acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, grantees and project sponsors must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under this part.

(b) *Relocation assistance for displaced persons.* A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) *Appeals.* A person who disagrees with the grantee's or project sponsor's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the grantee. A low-income person who is dissatisfied with the grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(e) *Responsibility of grantee.* (1) Each grantee shall certify (i.e., provide assurance of compliance as required by 49 CFR part 24) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and shall ensure such compliance notwithstanding any third party's contractual obligation to the grantee to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in

the same manner and to the same extent as other project costs. Such costs also may be paid for with funds available from other sources.

(3) The grantee shall maintain records in sufficient detail to demonstrate compliance with these provisions.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. This includes any permanent, involuntary move for an assisted project including any permanent move for an assisted project, including any permanent move from the real property that is made:

(i) After notice by the grantee, project sponsor, or property owner to move permanently from the property, if the move occurs on or after the date that the grantee submits to HUD an application for assistance that is later approved and funded;

(ii) Before the submission of the application to HUD, if the grantee, project sponsor, or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project; or

(iii) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(A) The tenant moves after the "initiation of negotiations" and the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(1) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(2) 30 percent of gross household income; or

(B) The tenant is required to relocate temporarily, does not return to the building/complex and either:

(1) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(2) Other conditions of the temporary relocation are not reasonable; or

(C) The tenant is required to move to another unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation or applicable Federal, State or local law, or other good cause, and HUD determines that the eviction was not undertaken for the purposes of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The grantee or project sponsor may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabili-

tation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the grantee and the project sponsor.

§ 574.635 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 574.640 Flood insurance protection.

No property to be assisted under this part may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR parts 59 through 79); or

(2) Less than a year has passed since FEMA notification regarding such hazards; and

(b) The grantee will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

§ 574.645 Coastal barriers.

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.

§ 574.650 Audit.

The financial management system used by a State or unit of general local government that is a grantee must provide for audits in accordance with 24 CFR part 44. A nonprofit organization that is a grantee or a project sponsor is subject to the audit requirements set forth in 24 CFR part 45.

§ 574.655 Wage rates.

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply

to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

[59 FR 17201, Apr. 11, 1994]

PART 576—EMERGENCY SHELTER GRANTS PROGRAM: STEWART B. MCKINNEY HOMELESS ASSISTANCE ACT

Subpart A—General

Sec.

- 576.1 Applicability and purpose.
- 576.3 Definitions.
- 576.5 Allocation of grant amounts.

Subpart B—Eligible Activities

- 576.21 Eligible activities.
- 576.23 Limitations—Primarily religious organizations.
- 576.25 Who may carry out eligible activities.

Subpart C—Award and Use of Grant Amounts

- 576.31 Application requirements.
- 576.33 Review and approval of applications.
- 576.35 Deadlines for using grant amounts.

Subpart D—Reallocations

- 576.41 Reallocation; lack of approved consolidated plan—formula cities and counties.
- 576.43 Reallocation of grant amounts; lack of approved consolidated plan—States, territories, and Indian tribes.
- 576.45 Reallocation of grant amounts; returned or unused amounts.

Subpart E—Program Requirements

- 576.51 Matching funds.
- 576.53 Use as an emergency shelter.
- 576.55 Building standards.
- 576.56 Homeless assistance and participation.
- 576.57 Other Federal requirements.
- 576.59 Relocation and acquisition.

Subpart F—Grant Administration

- 576.61 Responsibility for grant administration.
- 576.63 Method of payment.
- 576.65 Recordkeeping.
- 576.67 Sanctions.

AUTHORITY: 42 U.S.C. 3535(d) and 11376.

SOURCE: 54 FR 46799, Nov. 7, 1989, unless otherwise noted.

Subpart A—General

§ 576.1 Applicability and purpose.

This part implements the Emergency Shelter Grants program contained in subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378). The program authorizes the Secretary to make grants to States, units of general local government, territories, and Indian tribes (and to private nonprofit organizations providing assistance to homeless individuals in the case of grants made with reallocated amounts) for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain operating expenses and essential services in connection with emergency shelters for the homeless, and for homeless prevention activities. The program is designed to be the first step in a continuum of assistance to enable homeless individuals and families to move toward independent living as well as to prevent homelessness.

[61 FR 51548, Oct. 2, 1996]

§ 576.3 Definitions.

The terms *Grantee* and *HUD* are defined in 24 CFR part 5.

Administrative costs means as the term is defined in § 583.135(b) of this part, except that the exclusion relates to the costs of carrying out eligible activities under § 576.21(a).

Consolidated plan means the plan prepared in accordance with part 91 of this title. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with part 91 of this title.

Conversion means a change in the use of a building to an emergency shelter for the homeless under this part, where the cost of conversion and any rehabilitation costs exceed 75 percent of the value of the building after conversion.

Emergency shelter means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Essential services includes services concerned with employment, health, drug abuse, and education and may include (but are not limited to):

Exhibit "D"

Authority's Fiscal Year 2014-2015 Budget

RIVERSIDE COUNTY HOPWA PROGRAM
Budget FY 2014/2015

Expense Category	14/15 Budget
<i>Housing Assistance</i>	
Tenant Based Rental Assistance	
HA	\$ 603,243.00
Permanent Supportive Housing (Project Based)	
DAP	\$ 74,880.00
STRMU	
DAP	\$ 105,000.00
Catholic Charities (CC)	\$ 8,000.00
Housing Authority (In-House STRMU)	\$ 6,300.00
Sub Total	\$ 119,300.00
Total Housing Assistance	\$ 797,423.00
 <i>Supportive Services</i>	
Personnel	
CC - Case Mgr, CM Assistant, Supplies, Phone, Bens	\$ 35,000.00
DAP - Case Mgr, CM Assistant, Supplies, Bens	\$ 85,000.00
FAP - Case Mgr, CM Assistance, Supplies, Bens	\$ 30,000.00
Total	\$ 150,000.00
 <i>Permanent Housing Placement</i>	
Move-in/Security	
HACR (In-House PHP)	\$ 10,000.00
DAP	\$ 27,000.00
Catholic Charities (CC)	\$ 5,000.00
Total	\$ 42,000.00
 <i>Housing Information</i>	
HOPWA Coordinator, Noe Arechiga (HS1) @100%	\$ 60,676.27
Total	\$ 60,676.27
 <i>Administration</i>	
Cindy Hui, PDS @20% (Management)	\$ 27,036.70
Housing Specialist III (Contracts, Lead)	\$ 6,367.15
Mindy Addington, Supv Acct @ 10% (Billing)	\$ 10,477.75
Dan Rubin, PA@ 40% (Inspections, Courier)	\$ 19,469.93
Website and/or Outreach Materials	\$ 488.20
Misc Adm charges(Audit,Payroll Processing,Insurance,etc)	\$ 4,000.00
Supplies	\$ 3,000.00
Legal	\$ 7,000.00
Newspaper Advertisement for RFP	\$ 1,200.00
Limited to 7% of Budget total	\$ 79,039.73
 Total Budget /Expenses	 \$ 1,129,139.00

Exhibit "E"

Key Personnel/Corporate Signatures Certification/Corporate Resolution

EXHIBIT "E"
AUTHORIZED SIGNATURES ON TRANSACTION DOCUMENTS

HOPWA Funding FY 2014/2015

Per the "Amended and Restated By-Laws of the Housing Authority of the County of Riverside" the Chairman of the Board of Commissioners has the authority to execute on behalf of the Authority all deeds, resolutions, contracts, and other documents that require authorization. Please see the attached Bylaws, Board of Commissioners Roster, and Riverside County Board of Supervisor's Policy A-30 for further documentation of this authorization as it relates to contracts and grants. For Calendar Year 2014 the Chairman of the Board of Commissioners was Jeff Stone. As of November 25, 2014, Marion Ashley is the Chairman of the Board of Commissioners.

**AMENDED AND RESTATED BY-LAWS OF THE
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

ARTICLE I

SECTION 100. THE AUTHORITY

Section 101. Name of the Authority

The name of the Authority shall be the Housing Authority of the County of Riverside.

Section 102. Authority Members

The members of the Authority Board, also known as the Board of Commissioners ("BOC"), shall be the members of the Board of Supervisors ("BOS") as that body is constituted plus two additional tenant members, one of whom shall be a senior tenant member, appointed by the BOC.

Section 103. Compensation of Members

Members may receive their actual and necessary expenses, including travel expenses incurred in the discharge of their duties. Members of the Authority may receive such other compensation as the BOC may prescribe consistent with State and local law.

Section 104. Authority Seal

The Seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of it's organization.

Section 105. Business Office of the Authority

The principal business office of the BOC shall be: County Administrative Center, 4080 Lemon Street, Riverside, California, 92501. The principal business office of the Executive Director and staff shall be: 3525 14th Street, Riverside, California, 92501.

ARTICLE II

SECTION 200. OFFICERS OF THE AUTHORITY

Section 201. Officers

The officers of the Authority shall be a Chairman and a Vice-Chairman. Other officials shall be an Executive Director, a Deputy Executive Director, a Finance Officer, a General Counsel and a Secretary.

Section 202. Chairman

The Chairman of the Authority shall be the same Chairman as the BOS. He/she shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority or the provisions of these By-Laws, the Chairman shall sign all contracts, deeds, and other instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as may be properly considered concerning the business, affairs and policies of the Authority.

Section 203. Vice-Chairman

The Vice-Chairman shall be the same Vice-Chairman as the BOS. He/she shall perform the duties of the Chairman in the absence or incapacity of the Chairman. In case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time that the BOC elect a new Chairman. In the absence of the Chairman and Vice-Chairman, the BOC shall elect a member present as temporary Chairman for the purpose of conducting meetings and performing the duties of the Chairman.

Section 204. Executive Director

The Executive Director of the Authority shall be the Executive Director of the Economic Development Agency. The Executive Director shall have general supervision over the administration of Authority business and operations, subject to the direction of the BOC.

Section 205. Deputy Executive Director

The Deputy Executive Director shall be selected by the Executive Director and shall assist in the general supervision and administration of Authority business and its affairs, subject to the direction of the Executive Director.

Section 206. Finance Officer

The Finance Officer shall be the Executive Director. The Finance Officer shall have the care and custody of all funds of the Authority and shall deposit the funds in the name of the Authority in financial institutions and instruments, consistent with policies adopted by the BOS for the County. The Finance Officer shall render to the Authority at least annually, or more often when requested, an account of his/her transactions on behalf of the Housing Authority. He/she shall give such bonds for faithful performance of his/her duties as the BOC may determine.

Section 207. General Counsel

General Counsel shall be appointed by the BOC upon recommendation from the Executive Director. The General Counsel shall be the chief legal officer of the Authority and shall be responsible for review and/or preparation of all proposed resolutions, rules,

contracts, bonds and all other legal actions of the Authority. He/she shall give advice or opinion in writing to the Executive Director or other Authority officers whenever required or requested to do so. He/she shall attend to suits and other matters to which the Authority is a part or in which the Authority may be legally interested and do such other things pertaining to his/her office as the Executive Director may require.

Section 208. Secretary

The Secretary shall be the Clerk of the BOS. The Secretary shall keep the records of the Authority, shall act as secretary at meetings of the Authority and shall record all votes and keep a record of the proceedings of the Authority. The Secretary shall maintain a record of all official proceedings of the BOC. In the absence of the Secretary, the Executive Director shall appoint a member of the staff to act as Secretary.

Section 209. Vacancies

Should the offices of Chairman or Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next meeting, and such election shall be for the unexpired term of said office. Should any office other than Chairman or Vice Chairman become vacant, the BOC shall appoint a successor within a reasonable time or by resolution determine that such office shall remain vacant for a definite or indefinite period of time.

Section 210. Additional Personnel

The Authority may from time-to-time appoint or employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by state and federal statutes applicable thereto. The selection, duties and compensation of such personnel shall be determined by the BOC, subject to the laws of the State of California.

ARTICLE III

SECTION 300. EMPLOYEES, AGENTS, AND CONSULTANTS

Section 301. Appointment of Employees, Agents, and Consultants

The day-to-day services required by the Authority are to be rendered by Housing Authority and/or County employees. The extent and nature of such services shall be set forth in a contract between the Authority and the County establishing certain County/Authority relationships.

In addition to the use of County employees, the members of the BOC may from time-to-time establish such positions and select and appoint such agents and consultants, regular, and temporary, as it may require and determine their qualifications, duties, and compensation.

ARTICLE IV

SECTION 400. GENERAL

Section 401. Authority to Bind Authority

No member, officer, agent, employee, or member of the Board, without prior authority by a vote of the BOC shall have any power or authority to bind the Authority by contract, pledge its credits, or render it liable for any purpose, with the exception of the Executive Director or Deputy Executive Director who will have the authority to enter into contracts and pledge its credits for an amount not to exceed \$75,000 per contract.

Section 402. Contracts, Deeds and Other Documents

Except as otherwise required by law, the Chairman, or in his/her absence or incapacity the Vice-Chairman, shall execute on behalf of the Authority all deeds, resolutions, contracts, and other documents authorized by the BOC. The Secretary shall attest to all such signatures. Nothing herein contained shall prohibit or be construed to prohibit the BOC from authorizing any other officer or employee of the Authority to execute such instruments and documents.

Section 403. Payment of Money, Notes, or Other Indebtedness

All checks, drafts or other order for the payment of money, notes or other evidence of indebtedness issued in the name of or payable to the Authority shall be signed or endorsed by such person or persons and in such a manner as from time-to-time shall be determined by the members of the BOC.

Section 404. Fiscal Year

The fiscal year of the Authority shall run from July 1 of a calendar year to June 30 of the following calendar year.

Section 405. County/Authority Cooperation Agreement

The County of Riverside and the Housing Authority of the County of Riverside shall enter into a Cooperation Agreement to allow the Authority access to County services, facilities and staff.

ARTICLE V

SECTION 500. MEETINGS

Section 501. Regular Meetings

Regular meetings are held on Tuesdays at 1:30 p.m. as part of the BOS meetings. The meetings are held in the Board Room located on the fourteenth (14) floor

of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501. The meetings are noticed in compliance with the Ralph M. Brown Act.

Section 502. Special Meetings

A special meeting may be called at any time by the Chair or upon the written request of three members of the BOC in the manner provided for in the Brown Act (Government Code Section 54940, et seq., as such sections now exist or may be hereafter amended).

Section 503. Closed Sessions

Nothing contained in these By-Laws shall be construed to prevent the BOC from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a close session.

Section 504. Public Hearings

All public hearings held by the BOC shall be held during regular or special meetings of the Authority.

Section 505. Adjourning and Continuing Meetings and Public Hearings to Other Times or Places

The BOC may continue or adjourn any meeting to a time and place specified in the order of adjournment; less than a quorum may continue or adjourn from a meeting. If all members are absent from any regular meeting or an adjourned regular meeting, the Secretary or Executive Director of the Authority may declare the meeting continued or adjourned to a stated time and place and shall cause a written notice of the continuance or adjournment to be given in the same manner as provided for special meetings. A copy of the order or notice of continuance or adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within twenty-four (24) hours after the time of the continuance or adjournment. When a regular, continued, or adjourned regular meeting is continued or adjourned as provided in this Section, the resulting continued or adjourned regular meeting is a regular meeting for all purposes. When an order for continuance or adjournment of any meeting fails to state the hour at which the continued or adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Any public hearing may be continued, adjourned to be continued, recontinued, or closed subject to being continued or reopened at a specified subsequent meeting in the same manner and to the same extent set forth for the continuance or adjournment of regular meetings.

If any meeting or public hearing is continued or adjourned to a time less than twenty-four (24) hours after the scheduled meeting or public hearing, a copy of the order or notice of continuance or adjournment shall be posted immediately following the

meeting at which the order, declaration, continuance or adjournment was adopted or made.

Section 506. Meeting to be Open and Public

All meetings of three or more of the BOC members at which they intend to take action or to deliberate concerning Authority business shall be open to the public and noticed to the extent required by law.

Section 507. Quorum

A majority of the BOC shall constitute a quorum for the purpose of conducting business, exercising its powers, and for all other purposes. A smaller number of the BOC may adjourn a meeting from time-to-time until a quorum is present.

If a quorum is present, action may be taken by the BOC only upon a favorable vote of the majority of the members present.

Section 508. Order of Business

The BOC may establish the general order of business at Authority Board meetings. At any meeting, the BOC may by vote of a majority of the members present, change the order of business.

ARTICLE VI

SECTION 600. AMENDMENT OF THE BY-LAWS

The By-Laws may be amended only upon approval of a majority of the members of the BOC at any Authority Board meeting, but no amendment shall be adopted unless at least seven days written notice of the general nature thereof has been sent previously to all members of the BOC.

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

509

**FROM: Executive Director
Housing Authority**

SUBMITTAL DATE: July 13, 2000

SUBJECT: Amended and Restated By-laws/Approval of Services Contract

RECOMMENDED MOTION: That the Board of Commissioners:

- 1) Approve the Amended and Restated By-laws as provided in Attachment "A"; and
- 2) Approve and authorize the Chair to execute the Services Contract with the County of Riverside as provided in Attachment "B".

BACKGROUND: Previous action by the Board of Commissioners approved the consolidation of housing programs management under the direction of the County of Riverside Economic Development Agency. The actions before your Board today will implement this prior action as follows:

- 1) Designate the Executive Director of EDA as the Executive Director of the Housing Authority;
- 2) Authorize the Executive Director to enter into contracts up to \$75,000;

(Continued on next page)


Bradley J. Hudson, Executive Director

BJH:vic
F:\USERS\VEDADMIN\Housing Authority\By Laws Amended July 11 2000

Financial Data:

Current Year Cost:	\$	Annual Cost:	\$
Net County Cost:	0	In Current Year Budget:	Yes
Budget Adjustment:	No	For FY:	2000/2001

Companion item on Board of Supervisor's Agenda: Yes
Source of Funds:

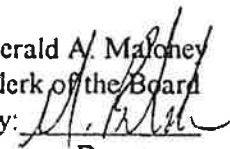
FORM APPROVED
COUNTY COUNSEL


REVISED

MINUTES OF THE BOARD OF COMMISSIONERS

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

Ayess: Tavaglione, Venable, Wilson and Mullen
Noes: None
Absent: Buster and Davis
Date: August 15, 2000
xc: Housing Authority, EDA, Co.Co., Auditor

Gerald A. Maloney
Clerk of the Board
By: 
Deputy

BY: 
Deputy
Gerald A. Maloney
Clerk of the Board of
Supervisors
County of Riverside, California
August 15, 2000
October 25, 2000
2

REVIEWED BY EXECUTIVE OFFICE

Date/Staff: 8-9-00 R

Prev.Agn.ref.
11.5 of July 7, 1998

Depts. Comments

Dist.
All

AGENDA No 8

- 3) Adopt the County's investment policies for Housing Authority funds;
- 4) Designate the Chairman of the Board of Supervisors as the Chairman of the Board of Commissioners for the Housing Authority and the Vice-Chairman of the Board of Supervisors as the Vice-Chairman of the Board of Commissioners.
- 5) Provide for tenant membership on the Board of Commissioners as required by Federal Law; and
- 6) Through the Services Contract, provide a mechanism for reimbursing the County for expenses incurred on Housing Authority business.

The attached by-laws amendment and contract have been reviewed and approved by Housing Authority Counsel and we recommend their approval.

BJH:vic

F:\USERS\EDAADMIN\Housing Authority\ByLaws Amended Jul00.f11.wpd

HOPWA Subrecipient Agreement 2014/2015

KEY PERSONNEL

Organization: Housing Authority of the County of Riverside

The following "key personnel" are assigned to perform portions of the Services or supervise the performance of Services for the HOPWA funded project activities identified herein:

Position	Name of Employee
Principal Development Specialist	Cindy Hui
HOPWA Coordinator	Noe Arechiga
Housing Specialist III	Leah Rodriguez
Program Assistant	Daniel Rubin
Supervising Accountant	Mindy Addington

Exhibit "F"

Federal Funding Accountability and Transparency Act

EXHIBIT "F"

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA or "Transparency Act") was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each sub-award(s) greater than \$25,000:

- Name of the entity receiving the award;
- Amount of the award;
- NAICS code for contracts / CFDA program number for grants;
- Information on the award including purpose of the funding action;
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier (DUNS #) of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity:

In the preceding fiscal year, received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, Heidi Marshall (print name), hereby agree that:

I read and understand the information provided above.

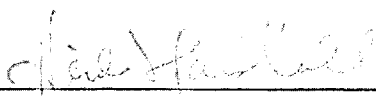
I acknowledge and agree that:
(Please check one of the following)

_____ (agency name) does not meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

The Housing Authority of the County of Riverside (agency name) does meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST complete the section below identifying the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

	Names of Executive	Total Compensation
1.	Heidi Marshall	\$ 165,458.01
2.	John Aguilar	\$ 112,094.95
3.	Sharon Espejo	\$ 113,031.31
4.	James Carpenter	\$ 98,995.15
5.	Tom Fan	\$ 109,199.50



Signature of President/Executive Director/Board Chair

Heidi Marshall, Executive Director of the Housing Authority of the
Printed Name of President/Executive Director/Board Chair County of Riverside

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

HOPWA CONTRACT with DAP
2014-2015 fiscal year
Page 1

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
CONTRACT OF SERVICES BETWEEN
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND
DESERT AIDS PROJECT**

This Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services ("Contract") is made and entered into this 16th day of June, 2015 by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic ("HACR"), and DESERT AIDS PROJECT, a California public benefit corporation ("CONTRACTOR").

1. PURPOSE

The purpose of this Contract is to provide persons with Acquired Immunodeficiency Syndrome (AIDS) or related diseases who are low-income, and their families, with the following services as more specifically set forth in Exhibit "A" attached hereto and incorporated herein by this reference:

- A. Supportive Services-Personnel
- B. Project Based assistance
- C. Short-term housing/utility assistance
- D. Permanent Housing Placement

2. DEFINITION OF TERMS

- 2.1 CFR-Code of Federal Regulations.
- 2.2 Contractor-Desert AIDS Project, the actual provider of eligible activities.
- 2.3 Grantee -The City of Riverside, the legal entity to which a grant is awarded and that is accountable for the use of the funds.
- 2.4 HUD-The U.S. Department of Housing and Urban Development.
- 2.5 Project Sponsor -The Housing Authority of the County of Riverside (HACR), a governmental agency that receives funds from the Grantee to carry out eligible activities identified in Chapter 24 of the Code of Federal Regulations, Part 574.
- 2.6 Regulations- 24 CFR Part 574, Housing Opportunities for Persons with AIDS.

3. TERM OF CONTRACT

- 3.1 The term of this CONTRACT shall begin on **July 1, 2014** and shall continue until the funds are expended or until **June 30, 2015**, whichever occurs first.
- 3.2 HACR, in its sole discretion, may choose to amend the Contract to extend the term for a period of up to 12 months by delivering, in writing, to CONTRACTOR, a notice of amendment describing the terms of the extension.
- 3.3 During the term of this Contract, Contractor shall comply with the following laws and agreements, as they may be amended from time to time:

- A. Chapter 24 of the Code of Federal Regulations (CFR) Part 574 ("Regulations");

10-2
JUN 16 2015

- B. The Housing Opportunities for Persons with AIDS Grant Agreement between HUD and the City of Riverside for fiscal year 2014/2015; and

All of the above-mentioned documents are incorporated herein by this reference and available for review in the HACR offices or in the Office of the City Clerk, City of Riverside; 3900 Main Street; Riverside, CA 92501, during normal business hours.

4. BUDGET AND SCOPE OF WORK

- 4.1 The CONTRACTOR shall provide services as outlined and specified in the Scope of Work and Budget/Invoice, attached hereto as Exhibit "A" and incorporated by this reference, at the not to exceed fee stated in Section 5 and as provided in the Budget/Invoice set forth in Exhibit "A."
- 4.2 The CONTRACTOR represents that it has the experience, personnel, equipment, and facilities necessary to fully and adequately perform under this Agreement and the HACR relies upon this representation. The CONTRACTOR shall perform to the satisfaction of the HACR and in conformance to and consistent with the highest standards of service providers in the same discipline in the State of California.
- 4.3 The CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Contract, and the CONTRACTOR agrees it can properly perform this work at the fee stated in Section 5. The CONTRACTOR is not to perform services or provide products outside of the Contract, unless by written request by the HACR.
- 4.4 Acceptance by the HACR of CONTRACTOR'S performance under this Contract does not operate as a release of the CONTRACTOR'S responsibility for full compliance with the terms of this Contract.

5. REIMBURSEMENT PROCEDURE

- 5.1 The HACR shall pay CONTRACTOR for services performed, products provided and expenses incurred for the Scope of Work set forth in Exhibit "A" pursuant to the payment schedule set forth in this Section 5. Maximum payment by HACR to CONTRACTOR shall not exceed Two Hundred and Ninety One Thousand Eight Hundred and Eighty Dollars (**\$291,880**), including all expenses. The HACR is not responsible for any fees or costs incurred above or beyond the Contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by HACR in writing.
- 5.2 The CONTRACTOR shall be paid only in accordance with an invoice submitted to the HACR by CONTRACTOR, and HACR shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by HACR. Reimbursements will be based on actual costs incurred.

- A. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.
 - B. In accordance with California Government Code Section 926.10, HACR is not allowed to pay excess interest and late charges.
- 5.3 The HACR obligation for payment of this Contract beyond the current fiscal year end is contingent upon and limited by the availability of the HACR funding from which payment can be made. No legal liability on the part of the HACR shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the HACR shall immediately notify the CONTRACTOR in writing; and this Contract shall be deemed terminated and have no further force and effect.
- 5.4 The CONTRACTOR shall submit a monthly invoice for actual expenses incurred in providing the Contracted services along with appropriate documentation of expenditures (receipts, copies of checks issued, time cards, travel expense, etc). The "Participant Profile" (**Exhibit B**) must be completed monthly and submitted with each invoice to the HACR for reimbursement. HACR shall reimburse the CONTRACTOR for all documented expenses deemed acceptable which are in accordance with (**Exhibit A**) and (**Exhibit H**) the "Regulations".
- 5.5 The Invoice and the Participant Profile must be submitted within **five (5) days** of the end of the reporting period. Expenditures may not be reimbursed if the documentation is not received in a timely manner.
- 5.6 Reimbursement to the CONTRACTOR is contingent upon the Grantee receiving funds from the HUD and the HACR receiving funding from the Grantee.

6. REPORTING REQUIREMENTS

- 6.1 The Invoice, appropriate documentation of expenditures and the Participant Profile shall be submitted to HACR monthly as mentioned in Paragraph 5 above.
- 6.2 The CONTRACTOR must submit documentation of the service provided utilizing the participant's name as a condition of reimbursement. This requires that the CONTRACTOR develop a document for the participant to sign allowing him/her to acknowledge that, although the strictest confidentiality is observed, their name will be given to the Project Administrator and Grantee as a condition of receiving the service.
- 6.3 Acceptance of this award indicates the CONTRACTOR's assurance to comply with future data requirements as they are developed by Federal and local program staff and representatives.

7. ALLOCATION OF FUNDS

7.1 The maximum amount payable to the CONTRACTOR pursuant to this CONTRACT shall be as follows:

FY 14/15	Supportive Services- Personnel	\$ 85,000
FY 14/15	Project Based assistance	\$ 74,880
FY 14/15	Short-term housing/utility assistance	\$105,000
FY 14/15	Permanent Housing Placement	<u>\$ 27,000</u>
	TOTAL	\$291,880

7.2 The CONTRACTOR agrees that if, during the term of this Contract, HACR determines that the maximum amount specified in 7A of this Contract will not be expended, HACR, in its sole and absolute discretion, reserves the right to reduce the Contract amount as determined by review of the Invoices. Reductions will be made in accordance with the provisions outlined in Paragraph 9 entitled CONTRACT AMENDMENT, or Paragraph 10 entitled CONTRACT TERMINATION.

8. CONDITIONS OF CONTRACT

8.1 Only eligible costs directly incurred during the provision of services listed in Section 7.1 above (see 24 CFR 574.300) will be eligible for reimbursement.

8.2 As per the **Guidelines for Eligibility (Exhibit I)** and in order to provide short-term housing assistance, the CONTRACTOR agrees to:

- A. Obtain verification of client's income and diagnosis in order to determine client eligibility.
- B. Assess the client's needs.
- C. Research internal documents showing the past amounts of assistance and the time-frame covered by this assistance.
- D. Contact other providers of HOPWA-funded short-term rent, mortgage, and utility payments in order to ensure that the client does not receive short-term housing assistance in excess of 21 weeks out of any 52 week period (see 24 CFR 574.330 (a)(1)).
- E. Provide only assistance necessary to prevent homelessness, up to a maximum of 21 weeks out of 52 (see 24 CFR 574.330 (a) (1)).

8.3 The CONTRACTOR will have a TB/HIV policy for their staff and volunteers, as is required by the State of California's Occupational Safety and Health Administration (OSHA) guidelines.

9. LICENSING AND PERMITS

The CONTRACTOR shall comply with all State or other licensing requirements. The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Contract as required by the laws and regulations of the United States, the State of California, the County of

Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Contract relative to the Scope of Work to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

10. NON-DISCRIMINATION

The CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status or sex in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

The CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Contract.

11. CONTRACT TERMINATION

11.1 This CONTRACT may be terminated in whole or in part without cause by either party upon 30 days advance written notice to the other party. Such notification shall state the effective date of termination. In the event of such termination, in full or in part, the CONTRACTOR shall take immediate steps to reduce the incurred costs. CONTRACTOR shall be entitled to payment of all costs and non-negotiable obligations allowed under the terms of this CONTRACT incurred to the date of termination in an amount not to exceed the maximum allowable under Paragraph 7A.

11.2 HACR may immediately, upon notice, terminate this CONTRACT in whole or in part for cause, included but not limited to, CONTRACTOR failing to materially perform the services promised in this CONTRACT. In the event of such termination, HACR shall be relieved of the payment of any consideration to CONTRACTOR for the terminated portion of the Contract. HACR may proceed with the terminated work in any manner deemed proper. The cost to HACR shall be deducted from any sum due to CONTRACTOR under this Contract.

11.3 After receipt of the notice of termination, the CONTRACTOR shall:

- A. Stop all work under this Contract on the date specified in the notice of termination; and
- B. Transfer to the HACR and deliver in the manner as directed by the HACR any

materials, reports or other products which, if the Contract had been completed or continued, would have been required to be furnished to the HACR.

11.4 The CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by the CONTRACTOR; or in the event of the CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, the CONTRACTOR shall not be entitled to any further compensation under this Contract.

11.5 The rights and remedies of the HACR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Contract.

12. MONITORING ACTIVITIES

12.1 The CONTRACTOR shall provide any necessary assistance to HACR in carrying out its monitoring activities and inspection rights as provided in this Contract. The CONTRACTOR shall make available all records, materials, data, information, and appropriate staff to authorized State, Federal and/or HACR representatives, and shall cooperate fully in the monitoring and audit process.

12.2 All performance shall be subject to inspection by the HACR. The CONTRACTOR shall provide adequate cooperation to the HACR representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by the CONTRACTOR are not in conformance with the terms of this Contract, the HACR shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Contract at no additional cost to the HACR. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the HACR shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Contract; and/or (2) reduce the Contract price to reflect the reduced value of the services performed or products provided. The HACR may also terminate this Contract for default and charge to the CONTRACTOR any costs incurred by the HACR because of the CONTRACTOR's failure to perform.

12.3 The CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit a HACR representative to monitor, assess or evaluate the CONTRACTOR's performance under this Contract at any time upon reasonable notice to the CONTRACTOR.

13. PUBLICITY

CONTRACTOR agrees to submit to HACR, prior to release, copies of any proposed publicity pertaining to this CONTRACT. HACR reserves the right to modify or withdraw said publicity.

14. CONDUCT OF THE CONTRACTOR

14.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or Contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the CONTRACTOR's performance under this Contract. The CONTRACTOR further covenants that no person or Sub-Contractor having any such interest shall be employed or retained by CONTRACTOR under this Contract. The CONTRACTOR agrees to inform the HACR of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the HACR's interests.

14.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

14.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to HACR employees.

15. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for purposes relating to this Contract, an independent Contractor and shall not be deemed an employee of the HACR. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subContractor's) shall in no event be entitled to any benefits to which the HACR employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CONTRACTOR shall hold the HACR harmless from any and all claims that may be made against the HACR based upon any contention by a third party that an employer-employee relationship exists by reason of this Contract. It is further understood and agreed by the parties that the CONTRACTOR in the performance of this Contract is subject to the control or direction of the HACR merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

16. SUBCONTRACT FOR WORK OR SERVICES

No Contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of the COUNTY; but this provision shall not require the approval of Contracts of employment between the CONTRACTOR and personnel assigned under this Contract, or for parties named in the proposal and agreed to under this Contract.

17. AUTHORITY TO EXECUTE

The persons executing this CONTRACT on behalf of the parties warrant and represent that they have the authority to execute this CONTRACT on behalf of each respective party and further warrant and represent that they have the authority to bind each respective party to the performance of its obligations hereunder.

18. PROGRAM ADMINISTRATION

All invoices for payment and other official communications shall be mailed to:

**HOPWA – Cindy Hui, Principal Development Specialist
Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504
(951) 343-5428**

19. FISCAL DOCUMENTATION

- 19.1 Adequate written documentation of each transaction shall be maintained for a period of four (4) years or until an audit is completed, whichever comes first.
- 19.2 If the eligibility of expenditures cannot be determined because records or documentation of the CONTRACTOR are nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by HACR.

20. MEETINGS

The CONTRACTOR shall make staff available to HACR for training and meetings which HACR may find necessary from time to time.

21. CONFIDENTIALITY

- 21.1 Records relating to any program activity, service, or category executed in reference to this CONTRACT containing personally identifying information, which were developed or acquired by local public health agencies shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes or pursuant to a written authorization by the person who is the subject of the record or by his or her guardian or conservator.
- 21.2 CONTRACTOR understands that the Participant Profile, including the clients' names, must be completed in a timely manner as a condition of reimbursement of funds expended. The CONTRACTOR will obtain permission from the program participant (or their guardian or conservator) to release their name to the program

sponsor as a condition of receiving the service. Both the HACR and the CONTRACTOR will take every precaution to protect the privacy of the program participants.

22. INSURANCE

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the HACR, the County of Riverside and the City of Riverside harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to this insurance section only, the term HACR herein refers to the HACR, City of Riverside, 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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, Contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the HACR as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If CONTRACTOR's vehicles or mobile equipment are used in the performance of the obligations under this CONTRACT, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insureds.

D. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this CONTRACT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue

through the term of this CONTRACT and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this CONTRACT; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Contract. Upon notification of deductibles or self-insured retention's unacceptable to the HACR, and at the election of the County of Riverside's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Contract with the HACR, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the HACR prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the HACR receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the HACR has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf***

shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the HACR's insurance and/or deductibles and/or self-insured retentions or self-inured programs shall not be construed as contributory.
- 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract including any extensions thereof exceeds five (5) years; the HACR reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County of Riverside Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Sub-Contractors working under this Contract.
- 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the HACR.
- 8) CONTRACTOR agrees to notify HACR in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

*Documentation to this effect must be provided to the HACR prior to the disbursement of funds and will be included in this Contract as **(Exhibit D)**.

23. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the City of Riverside, Housing Authority of the County of Riverside, the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, and their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives and (individually and collectively, the "Indemnified Parties") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Sub-Contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, Sub-Contractors, agents or representatives from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HACR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to HACR and the Indemnified Parties as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to HACR the appropriate form of dismissal relieving HACR and the Indemnified Parties from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the HACR and the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnified Parties to the fullest extent allowed by law.

24. DISPUTES

- 24.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Contract which is not resolved by the parties shall be decided by the County of Riverside's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County of Riverside's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Contract pending the resolution of a dispute.
- 24.2 Prior to the filing of any legal action related to this Contract, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the CONTRACTOR and HACR. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither HACR nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

25. CONTRACT AMENDMENT

The Board of Commissioners and the Executive Director and/or designee, subject to the authority authorized by the Board of Commissioners, are the only authorized HACR representatives who may at any time, by written order, make alterations to this Contract.

26. ASSIGNMENT OF THE CONTRACT

This Contract shall not be assignable by the CONTRACTOR as to any rights or duties hereunder without the prior written consent of HACR, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give HACR cause to terminate and cancel this Contract the same as for a breach thereof.

27. ADMINISTRATION/CONTRACT LIAISON

The HACR Executive Director, or designee, shall administer this Contract on behalf of HACR.

28. FORCE MAJEURE

If either party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives prior written notice of such force majeure event.

29. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONSULTANT(s) form **DE 542** to the Employment Development Department ("EDD"). The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the Contract being awarded to another CONTRACTOR. In the event a Contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a material breach of Agreement. If the CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. The CONTRACTOR should also contact the local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

30. APPLICABLE LAW

The Contract shall, in all respects, be governed by the laws of the State of California applicable to Contracts executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any to act to the contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to Contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

31. EXHIBITS

31.1 All exhibits attached to this Contract are incorporated and made a part hereof by this reference.

31.2 The following exhibits shall be signed by Contractor and incorporated herein by this reference:

- A. Section 3 Clause (**Exhibit D**)
- B. Equal Opportunity Clause (**Exhibit E**)
- C. Certification for a Drug-Free Workplace (**Exhibit F**)
- D. Certification for CONTRACTs, Grants, Loans, and Cooperative Agreements (**Exhibit G**)

31.3 The following exhibits are attached hereto and incorporated into this Contract by reference:

- A. Budget/Invoice and Scope of Work (**Exhibit A**)
- B. Participant Profile (**Exhibit B**)
- C. Certificate of Liability Insurance (**Exhibit C**)
- D. Regulations (**Exhibit H**)
- E. Guidelines for Eligibility (**Exhibit I**)

32. GENERAL

32.1 The CONTRACTOR shall not delegate or assign any interest in this Contract, whether by operation of law or otherwise, without the prior written consent of HACR. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of HACR will be deemed void and of no force or effect.

32.2 Any waiver by the HACR of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Contract. Failure on the part of the HACR to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms or preventing the HACR from enforcement of the terms of this Contract.

- 32.3 In the event the CONTRACTOR receives payment under this Contract which is later disallowed by the HACR for nonconformance with the terms of the Contract, the CONTRACTOR shall promptly refund the disallowed amount to the HACR on request; or at its option the HACR may offset the amount disallowed from any payment due to the CONTRACTOR.
- 32.4 The CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.
- 32.5 The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. The CONTRACTOR will comply with all applicable County of Riverside policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 32.6 The CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards, laws and regulations as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 32.7 This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 32.8 This Contract, including any attachments or exhibits, constitutes the entire Contract of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 32.9 All original reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the HACR. The HACR reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the HACR.
- 32.10 All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

To CONTRACTOR: Desert AIDS Project
1695 N. Sunrise Way
Palm Springs, CA 92262
Attention: David Brinkman, Executive Director

To HACR: Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504
Attention: Cindy Hui (HOPWA) (951) 343-5428

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract as of the dates set forth below.

“HACR”

HOUSING AUTHORITY FOR THE
COUNTY OF RIVERSIDE,
a public entity, corporate and politic

By: _____
Heidi Marshall,
Deputy Executive Director

Date: _____

“CONTRACTOR”

DESERT AIDS PROJECT, a California Public
Benefit Corporation

By: _____
David Brinkman,
Executive Director

Date: 5-27-15

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Jhaja R. Brown,
Deputy County Counsel

Exhibits

- A. Budget/Invoice and Scope of Work
- B. Participant Profile
- C. Certificate of Liability Insurance
- D. Section 3 Clause
- E. Equal Opportunity Clause
- F. Certification for a Drug-Free Workplace
- G. Certification for Contracts, Grants, Loans, and Cooperative Agreements
- H. Regulations
- I. Guidelines for Eligibility

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

HOPWA CONTRACT with Catholic Charities

2014-2015 fiscal year

Page 1

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
CONTRACT OF SERVICES BETWEEN
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND
CATHOLIC CHARITIES OF SAN BERNARDINO AND RIVERSIDE COUNTIES**

THIS Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services (Contract) made and entered into this _____ day of _____, 2015 in the State of California, by and between Housing Authority of the County of Riverside (HACR) a public entity, corporate and politic, and Catholic Charities of San Bernardino and Riverside Counties, a California Public Benefit Corporation (CONTRACTOR).

1. PURPOSE

The purpose of this Contract is to provide persons with Acquired Immunodeficiency Syndrome (AIDS) or related diseases who are low-income and their families with the following services as more specifically set forth in Exhibit "A" attached hereto and incorporated herein by this reference:

- A. Supportive Services-Personnel
- B. Short-term housing/utility assistance
- C. Permanent Housing Placement

2. DEFINITION OF TERMS

- 2.1 CFR-Code of Federal Regulations.
- 2.2 Contractor-Catholic Charities, the actual provider of eligible activities.
- 2.3 Grantee -The City of Riverside, the legal entity to which a grant is awarded and that is accountable for the use of the funds.
- 2.4 HUD-The U.S. Department of Housing and Urban Development.
- 2.5 Project Sponsor -The Housing Authority of the County of Riverside (HACR), a governmental agency that receives funds from the Grantee to carry out eligible activities identified in Chapter 24 of the Code of Federal Regulations, Part 574.
- 2.6 Regulations- 24 CFR Part 574, Housing Opportunities for Persons with AIDS.

3. TERM OF CONTRACT

3.1 The term of this Contract shall begin on **July 1, 2014** and shall continue until the funds are expended or until **June 30, 2015**, whichever occurs first.

3.2 HACR, in its sole discretion, may amend this Contract to extend the term for a period of up to 12 months by delivering, in writing, to CONTRACTOR, a notice of amendment describing the terms of the extension.

3.3 During the term of this Contract, Contractor shall comply with the following laws and agreements, as they may be amended from time to time:

JUN 16 2015 102

- A. Chapter 24 of the Code of Federal Regulations (CFR) Part 574 ("Regulations");
- B. The Housing Opportunities for Persons with AIDS Grant Agreement between HUD and the City of Riverside for fiscal year 2014/2015; and

All of the above-mentioned documents are incorporated herein by this reference and available for review in the HACR offices or in the Office of the City Clerk, City of Riverside; 3900 Main Street; Riverside, CA 92501, during normal business hours.

4. BUDGET AND SCOPE OF WORK

- 4.1 The CONTRACTOR shall provide services as outlined and specified in the Scope of Work and Budget/Invoice, attached hereto as Exhibit "A" and incorporated by this reference, at the not to exceed fee stated in Section 5 and as provided in the Budget/Invoice set forth in Exhibit "A."
- 4.2 The CONTRACTOR represents that it has the experience, personnel, equipment, and facilities necessary to fully and adequately perform under this Agreement and the HACR relies upon this representation. The CONTRACTOR shall perform to the satisfaction of the HACR and in conformance to and consistent with the highest standards of service providers in the same discipline in the State of California.
- 4.3 The CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Contract, and the CONTRACTOR agrees it can properly perform this work at the fee stated in Section 5. The CONTRACTOR is not to perform services or provide products outside of the Contract, unless by written request by the HACR.
- 4.4 Acceptance by the HACR of CONTRACTOR'S performance under this Contract does not operate as a release of the CONTRACTOR'S responsibility for full compliance with the terms of this Contract.

5. REIMBURSEMENT PROCEDURE

- 5.1 The HACR shall pay CONTRACTOR for services performed, products provided and expenses incurred for the Scope of Work set forth in Exhibit "A" pursuant to the payment schedule set forth in this Section 5. Maximum payment by HACR to CONTRACTOR shall not exceed Forty Eight Thousand (**\$48,000**), including all expenses. The HACR is not responsible for any fees or costs incurred above or beyond the Contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by HACR in writing.
- 5.2 The CONTRACTOR shall be paid only in accordance with an invoice submitted to the HACR by CONTRACTOR, and HACR shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only

after services have been rendered or delivery of materials or products, and acceptance has been made by HACR. Reimbursements will be based on actual costs incurred.

- A. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.
 - B. In accordance with California Government Code Section 926.10, HACR is not allowed to pay excess interest and late charges.
- 5.3 The HACR obligation for payment of this Contract beyond the current fiscal year end is contingent upon and limited by the availability of the HACR funding from which payment can be made. No legal liability on the part of the HACR shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the HACR shall immediately notify the CONTRACTOR in writing; and this Contract shall be deemed terminated and have no further force and effect.
- 5.4 The CONTRACTOR shall submit a monthly invoice for actual expenses incurred in providing the Contracted services along with appropriate documentation of expenditures (receipts, copies of checks issued, time cards, travel expense, etc). The "Participant Profile" (**Exhibit B**) must be completed monthly and submitted with each invoice to the HACR for reimbursement. HACR shall reimburse the CONTRACTOR for all documented expenses deemed acceptable which are in accordance with (**Exhibit A**) and (**Exhibit H**) the "Regulations".
- 5.5 The Invoice and the Participant Profile must be submitted within **five (5) days** of the end of the reporting period. Expenditures may not be reimbursed if the documentation is not received in a timely manner.
- 5.6 Reimbursement to the CONTRACTOR is contingent upon the Grantee receiving funds from the HUD and the HACR receiving funding from the Grantee.

6. REPORTING REQUIREMENTS

- 6.1 The Invoice, appropriate documentation of expenditures and the Participant Profile shall be submitted to HACR monthly as mentioned in Paragraph 5 above.
- 6.2 The CONTRACTOR must submit documentation of the service provided utilizing the participant's name as a condition of reimbursement. This requires that the CONTRACTOR develop a document for the participant to sign allowing him/her to acknowledge that, although the strictest confidentiality is observed, their name will be given to the Project Administrator and Grantee as a condition of receiving the service.

6.3 Acceptance of this award indicates the CONTRACTOR's assurance to comply with future data requirements as they are developed by Federal and local program staff and representatives.

7. ALLOCATION OF FUNDS

7.1. The maximum amount payable to the CONTRACTOR pursuant to this CONTRACT shall be as follows:

FY 14/15	Supportive Services-Personnel	\$ 35,000
FY 14/15	Short-term housing/utility assistance	\$ 8,000
FY 14/15	Permanent Housing Placement	\$ 5,000
	TOTAL	\$ 48,000

7.2 The CONTRACTOR agrees that if, during the term of this Contract, HACR determines that the maximum amount specified in 7A of this Contract will not be expended, HACR, in its sole and absolute discretion, reserves the right to reduce the Contract amount as determined by review of the Invoices. Reductions will be made in accordance with the provisions outlined in Paragraph 9 entitled CONTRACT AMENDMENT, or Paragraph 10 entitled CONTRACT TERMINATION.

8. CONDITIONS OF CONTRACT

8.1 Only eligible costs directly incurred during the provision of services listed in Section 7.1 above (see 24 CFR 574.300) will be eligible for reimbursement.

8.2 As per the **Guidelines for Eligibility (Exhibit I)** and in order to provide short-term housing assistance, the CONTRACTOR agrees to:

- A. Obtain verification of client's income and diagnosis in order to determine client eligibility.
- B. Assess the client's needs.
- C. Research internal documents showing the past amounts of assistance and the time-frame covered by this assistance.
- D. Contact other providers of HOPWA-funded short-term rent, mortgage, and utility payments in order to ensure that the client does not receive short-term housing assistance in excess of 21 weeks out of any 52 week period (see 24 CFR 574.330 (a)(1)).
- E. Provide only assistance necessary to prevent homelessness, up to a maximum of 21 weeks out of 52 (see 24 CFR 574.330 (a) (1)).

8.3 The CONTRACTOR will have a TB/HIV policy for their staff and volunteers, as is required by the State of California's Occupational Safety and Health Administration (OSHA) guidelines.

9. LICENSING AND PERMITS

The CONTRACTOR shall comply with all State or other licensing requirements. The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Contract as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Contract relative to the Scope of Work to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

10. NON-DISCRIMINATION

The CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status or sex in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

The CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Contract.

11. CONTRACT TERMINATION

11.1 This Contract may be terminated in whole or in part without cause by either party upon 30 days advance written notice to the other party. Such notification shall state the effective date of termination. In the event of such termination, in full or in part, the CONTRACTOR shall take immediate steps to reduce the incurred costs. CONTRACTOR shall be entitled to payment of all costs and non-negotiable obligations allowed under the terms of this Contract incurred to the date of termination in an amount not to exceed the maximum allowable under Paragraph 7A.

11.2 HACR may immediately, upon notice, terminate this Contract in whole or in part for cause, included but not limited to, CONTRACTOR failing to materially perform the services promised in this Contract. In the event of such termination, HACR shall be relieved of the payment of any consideration to CONTRACTOR for the terminated portion of the Contract. HACR may proceed with the terminated work in any manner deemed proper. The cost to HACR shall be deducted from any sum due to CONTRACTOR under this Contract.

- 11.3 After receipt of the notice of termination, the CONTRACTOR shall:
- A. Stop all work under this Contract on the date specified in the notice of termination; and
 - B. Transfer to the HACR and deliver in the manner as directed by the HACR any materials, reports or other products which, if the Contract had been completed or continued, would have been required to be furnished to the HACR.
- 11.4 The CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by the CONTRACTOR; or in the event of the CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, the CONTRACTOR shall not be entitled to any further compensation under this Contract.
- 11.5 The rights and remedies of the HACR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Contract.

12. MONITORING ACTIVITIES

- 12.1 The CONTRACTOR shall provide any necessary assistance to HACR in carrying out its monitoring activities and inspection rights as provided in this Contract. The CONTRACTOR shall make available all records, materials, data, information, and appropriate staff to authorized State, Federal and/or HACR representatives, and shall cooperate fully in the monitoring and audit process.
- 12.2 All performance shall be subject to inspection by the HACR. The CONTRACTOR shall provide adequate cooperation to the HACR representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by the CONTRACTOR are not in conformance with the terms of this Contract, the HACR shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Contract at no additional cost to the HACR. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the HACR shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Contract; and/or (2) reduce the Contract price to reflect the reduced value of the services performed or products provided. The HACR may also terminate this Contract for default and charge to the CONTRACTOR any costs incurred by the HACR because of the CONTRACTOR's failure to perform.
- 12.3 The CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit a HACR representative to monitor, assess or evaluate the CONTRACTOR's performance under this Contract at any time upon reasonable notice to the CONTRACTOR.

13. PUBLICITY

CONTRACTOR agrees to submit to HACR, prior to release, copies of any proposed publicity pertaining to this Contract. HACR reserves the right to modify or withdraw said publicity.

14. CONDUCT OF THE CONTRACTOR

14.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or Contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the CONTRACTOR's performance under this Contract. The CONTRACTOR further covenants that no person or Sub-Contractor having any such interest shall be employed or retained by CONTRACTOR under this Contract. The CONTRACTOR agrees to inform the HACR of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the HACR's interests.

14.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

14.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to HACR employees.

15. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for purposes relating to this Contract, an independent Contractor and shall not be deemed an employee of the HACR. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and Sub-Contractor's) shall in no event be entitled to any benefits to which the HACR employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CONTRACTOR shall hold the HACR harmless from any and all claims that may be made against the HACR based upon any contention by a third party that an employer-employee relationship exists by reason of this Contract. It is further understood and agreed by the parties that the CONTRACTOR in the performance of this Contract is subject to the control or direction of the HACR merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

16. SUBCONTRACT FOR WORK OR SERVICES

No Contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of the COUNTY; but this

provision shall not require the approval of Contracts of employment between the CONTRACTOR and personnel assigned under this Contract, or for parties named in the proposal and agreed to under this Contract.

17. AUTHORITY TO EXECUTE

The persons executing this Contract on behalf of the parties warrant and represent that they have the authority to execute this Contract on behalf of each respective party and further warrant and represent that they have the authority to bind each respective party to the performance of its obligations hereunder.

18. PROGRAM ADMINISTRATION

All invoices for payment and other official communications shall be mailed to:

**HOPWA – Cindy Hui, Principal Development Specialist
Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504
(951) 343-5428**

19. FISCAL DOCUMENTATION

19.1 Adequate written documentation of each transaction shall be maintained for a period of four (4) years or until an audit is completed, whichever comes first.

19.2 If the eligibility of expenditures cannot be determined because records or documentation of the CONTRACTOR are nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by HACR.

20. MEETINGS

The CONTRACTOR shall make staff available to HACR for training and meetings which HACR may find necessary from time to time.

21. CONFIDENTIALITY

21.1 Records relating to any program activity, service, or category executed in reference to this Contract containing personally identifying information, which were developed or acquired by local public health agencies shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes or pursuant to a written authorization by the person who is the subject of the record or by his or her guardian or conservator.

21.2 CONTRACTOR understands that the Participant Profile, including the clients' names, must be completed in a timely manner as a condition of reimbursement of funds expended. The CONTRACTOR will obtain permission from the program participant (or their guardian or conservator) to release their name to the program sponsor as a condition of receiving the service. Both the HACR and the CONTRACTOR will take every precaution to protect the privacy of the program participants.

22. **INSURANCE**

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the HACR, the County of Riverside and the City of Riverside harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this CONTRACT. As respects to this insurance section only, the term HACR herein refers to the HACR, City of Riverside, 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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, Contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the HACR as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If CONTRACTOR's vehicles or mobile equipment are used in the performance of the obligations under this CONTRACT, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insureds.

D. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this CONTRACT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this CONTRACT and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this CONTRACT; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Contract. Upon notification of deductibles or self-insured retention's unacceptable to the HACR, and at the election of the County of Riverside's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Contract with the HACR, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the HACR prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the HACR receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the HACR has been furnished original Certificate (s) of Insurance and certified original copies of endorsements***

and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the HACR's insurance and/or deductibles and/or self-insured retentions or self-inured programs shall not be construed as contributory.
- 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract including any extensions thereof exceeds five (5) years; the HACR reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County of Riverside Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Sub-Contractors working under this Contract.
- 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the HACR.
- 8) CONTRACTOR agrees to notify HACR in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

*Documentation to this effect must be provided to the HACR prior to the disbursement of funds and will be included in this Contract as **(Exhibit D)**.

23. **HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the City of Riverside, Housing Authority of the County of Riverside, the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, and their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives and (individually and collectively, the "Indemnified Parties") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Sub-Contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees,

Sub-Contractors, agents or representatives from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HACR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to HACR and the Indemnified Parties as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to HACR the appropriate form of dismissal relieving HACR and the Indemnified Parties from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the HACR and the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnified Parties to the fullest extent allowed by law.

24. DISPUTES

- 24.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Contract which is not resolved by the parties shall be decided by the County of Riverside's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County of Riverside's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Contract pending the resolution of a dispute.
- 24.2 Prior to the filing of any legal action related to this Contract, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the CONTRACTOR and HACR. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither

HACR nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

25. CONTRACT AMENDMENT

The Board of Commissioners and the Executive Director and/or designee, subject to the authority authorized by the Board of Commissioners, are the only authorized HACR representatives who may at any time, by written order, make alterations to this Contract.

26. ASSIGNMENT OF THE CONTRACT

This Contract shall not be assignable by the CONTRACTOR as to any rights or duties hereunder without the prior written consent of HACR, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give HACR cause to terminate and cancel this Contract the same as for a breach thereof.

27. ADMINISTRATION/CONTRACT LIAISON

The HACR Executive Director, or designee, shall administer this Contract on behalf of HACR.

28. FORCE MAJEURE

If either party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives prior written notice of such force majeure event.

29. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONSULTANT(s) form **DE 542** to the Employment Development Department ("EDD"). The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the Contract being awarded to another CONTRACTOR. In the event a Contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a material breach of Agreement. If the CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. The CONTRACTOR should also contact the local Employment Tax Customer Service Office listed in

the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

30. APPLICABLE LAW

The Contract shall, in all respects, be governed by the laws of the State of California applicable to Contracts executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act to the contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to Contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

31. EXHIBITS

31.1 All exhibits attached to this Contract are incorporated and made a part hereof by this reference.

31.2 The following exhibits shall be signed by Contractor and incorporated herein by this reference:

- A. Section 3 Clause (**Exhibit D**)
- B. Equal Opportunity Clause (**Exhibit E**)
- C. Certification for a Drug-Free Workplace (**Exhibit F**)
- D. Certification for CONTRACTs, Grants, Loans, and Cooperative Agreements (**Exhibit G**)

31.3 The following exhibits are attached hereto and incorporated into this Contract by reference:

- A. Budget/Invoice and Scope of Work (**Exhibit A**)
- B. Participant Profile (**Exhibit B**)
- C. Certificate of Liability Insurance (**Exhibit C**)
- D. Regulations (**Exhibit H**)
- E. Guidelines for Eligibility (**Exhibit I**)

32. GENERAL

32.1 The CONTRACTOR shall not delegate or assign any interest in this Contract, whether by operation of law or otherwise, without the prior written consent of HACR. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of HACR will be deemed void and of no force or effect.

32.2 Any waiver by the HACR of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Contract. Failure on the part of the HACR to require exact, full and

complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms or preventing the HACR from enforcement of the terms of this Contract.

- 32.3 In the event the CONTRACTOR receives payment under this Contract which is later disallowed by the HACR for nonconformance with the terms of the Contract, the CONTRACTOR shall promptly refund the disallowed amount to the HACR on request; or at its option the HACR may offset the amount disallowed from any payment due to the CONTRACTOR.
- 32.4 The CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.
- 32.5 The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. The CONTRACTOR will comply with all applicable County of Riverside policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 32.6 The CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards, laws and regulations as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 32.7 This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 32.8 This Contract, including any attachments or exhibits, constitutes the entire Contract of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 32.9 All original reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the HACR. The HACR reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the HACR.

32.10 All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

To CONTRACTOR: Catholic Charities
1450 North "D" Street
San Bernardino, CA 92405
Attention: Ken F. Sawa, MSW, LCSW (909)388-1239

To HACR: Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504
Attention: Cindy Hui (HOPWA) (951) 343-5428

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract as of the dates set forth below.

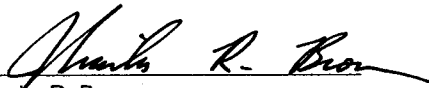
"HACR"

HOUSING AUTHORITY FOR THE
COUNTY OF RIVERSIDE,
a public entity, corporate and politic

By: _____
Heidi Marshall,
Deputy Executive Director


Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Jhalla R. Brown,
Deputy County Counsel

"CONTRACTOR"

CATHOLIC CHARITIES SAN BERNARDINO AND
RIVERSIDE COUNTIES, a California Public Benefit
Corporation

By: 
Ken F. Sawa, MSW, LCSW,
CEO/Executive Vice President

Date: 5/28/15

Exhibits

- A. Budget/Invoice and Scope of Work
- B. Participant Profile
- C. Certificate of Liability Insurance
- D. Section 3 Clause
- E. Equal Opportunity Clause
- F. Certification for a Drug-Free Workplace
- G. Certification for Contracts, Grants, Loans, and Cooperative Agreements
- H. Regulations
- I. Guidelines for Eligibility

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
CONTRACT OF SERVICES BETWEEN
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND
FOOTHILL AIDS PROJECT (FAP)**

This Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services ("Contract") is made and entered into this _____ day of _____, 2015 by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic ("HACR"), and FOOTHILL AIDS PROJECT, a California public benefit corporation ("CONTRACTOR").

1. PURPOSE

The purpose of this Contract is to provide persons with Acquired Immunodeficiency Syndrome (AIDS) or related diseases who are low-income, and their families, with the following services as more specifically set forth in Exhibit "A" attached hereto and incorporated herein by this reference:

A. Supportive Services-Personnel

2. DEFINITION OF TERMS

2.1 CFR-Code of Federal Regulations.

2.2 Contractor-Foothill AIDS Project, the actual provider of eligible activities.

2.3 Grantee -The City of Riverside, the legal entity to which a grant is awarded and that is accountable for the use of the funds.

2.4 HUD-The U.S. Department of Housing and Urban Development.

2.5 Project Sponsor -The Housing Authority of the County of Riverside (HACR), a governmental agency that receives funds from the Grantee to carry out eligible activities identified in Chapter 24 of the Code of Federal Regulations, Part 574.

2.6 Regulations- 24 CFR Part 574, Housing Opportunities for Persons with AIDS.

3. TERM OF CONTRACT

3.1 The term of this CONTRACT shall begin on **July 1, 2014** and shall continue until the funds are expended or until **June 30, 2015**, whichever occurs first.

3.2 HACR, in its sole discretion, may amend this Contract to extend the term for a period of up to 12 months by delivering, in writing, to CONTRACTOR, a notice of amendment describing the terms of the extension.

3.3 During the term of this Contract, Contractor shall comply with the following laws and agreements, as they may be amended from time to time:

A. Chapter 24 of the Code of Federal Regulations (CFR) Part 574 ("Regulations");

B. The Housing Opportunities for Persons with AIDS Grant Agreement between HUD and the City of Riverside for fiscal year 2014/2015; and

JUN 16 2015 10-2

All of the above-mentioned documents are incorporated herein by this reference and available for review in the HACR offices or in the Office of the City Clerk, City of Riverside; 3900 Main Street; Riverside, CA 92501, during normal business hours.

4. BUDGET AND SCOPE OF WORK

- 4.1 The CONTRACTOR shall provide services as outlined and specified in the Scope of Work and Budget/Invoice, attached hereto as Exhibit "A" and incorporated by this reference, at the not to exceed fee stated in Section 5 and as provided in the Budget/Invoice set forth in Exhibit "A."
- 4.2 The CONTRACTOR represents that it has the experience, personnel, equipment, and facilities necessary to fully and adequately perform under this Agreement and the HACR relies upon this representation. The CONTRACTOR shall perform to the satisfaction of the HACR and in conformance to and consistent with the highest standards of service providers in the same discipline in the State of California.
- 4.3 The CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Contract, and the CONTRACTOR agrees it can properly perform this work at the fee stated in Section 5. The CONTRACTOR is not to perform services or provide products outside of the Contract, unless by written request by the HACR.
- 4.4 Acceptance by the HACR of CONTRACTOR'S performance under this Contract does not operate as a release of the CONTRACTOR'S responsibility for full compliance with the terms of this Contract.

5. REIMBURSEMENT PROCEDURE

- 5.1 The HACR shall pay CONTRACTOR for services performed, products provided and expenses incurred for the Scope of Work set forth in Exhibit "A" pursuant to the payment schedule set forth in this Section 5. Maximum payment by HACR to CONTRACTOR shall not exceed Thirty Thousand Dollars (\$ 30,000), including all expenses. The HACR is not responsible for any fees or costs incurred above or beyond the Contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by HACR in writing.
- 5.2 The CONTRACTOR shall be paid only in accordance with an invoice submitted to the HACR by CONTRACTOR, and HACR shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by HACR. Reimbursements will be based on actual costs incurred.
 - A. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.

B. In accordance with California Government Code Section 926.10, HACR is not allowed to pay excess interest and late charges.

- 5.3 The HACR obligation for payment of this Contract beyond the current fiscal year end is contingent upon and limited by the availability of the HACR funding from which payment can be made. No legal liability on the part of the HACR shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the HACR shall immediately notify the CONTRACTOR in writing; and this Contract shall be deemed terminated and have no further force and effect.
- 5.4 The CONTRACTOR shall submit a monthly invoice for actual expenses incurred in providing the Contracted services along with appropriate documentation of expenditures (receipts, copies of checks issued, time cards, travel expense, etc). The "Participant Profile" (**Exhibit B**) must be completed monthly and submitted with each invoice to the HACR for reimbursement. HACR shall reimburse the CONTRACTOR for all documented expenses deemed acceptable which are in accordance with (**Exhibit A**) and (**Exhibit H**) the "Regulations".
- 5.5 The Invoice and the Participant Profile must be submitted within **five (5) days** of the end of the reporting period. Expenditures may not be reimbursed if the documentation is not received in a timely manner.
- 5.6 Reimbursement to the CONTRACTOR is contingent upon the Grantee receiving funds from the HUD and the HACR receiving funding from the Grantee.

6. REPORTING REQUIREMENTS

- 6.1 The Invoice, appropriate documentation of expenditures and the Participant Profile shall be submitted to HACR monthly as mentioned in Paragraph 5 above.
- 6.2 The CONTRACTOR must submit documentation of the service provided utilizing the participant's name as a condition of reimbursement. This requires that the CONTRACTOR develop a document for the participant to sign allowing him/her to acknowledge that, although the strictest confidentiality is observed, their name will be given to the Project Administrator and Grantee as a condition of receiving the service.
- 6.3 Acceptance of this award indicates the CONTRACTOR's assurance to comply with future data requirements as they are developed by Federal and local program staff and representatives.

7. ALLOCATION OF FUNDS

7.1. The maximum amount payable to the CONTRACTOR pursuant to this CONTRACT shall be as follows:

FY14/15	Supportive Services-Personnel	\$ 30,000
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7.2 The CONTRACTOR agrees that if, during the term of this CONTRACT, HACR determines that the maximum amount specified in 7A of this CONTRACT will not be expended, HACR, in its sole and absolute discretion, reserves the right to reduce the CONTRACT amount as determined by review of the Invoices. Reductions will be made in accordance with the provisions outlined in Paragraph 9 entitled CONTRACT AMENDMENT, or Paragraph 10 entitled CONTRACT TERMINATION.

8. **CONDITIONS OF CONTRACT**

8.1 Only eligible costs directly incurred during the provision of services listed in Section 7.1 above (see 24 CFR 574.300) will be eligible for reimbursement.

8.2 As per the **Guidelines for Eligibility (Exhibit I)** and in order to provide short-term housing assistance, the CONTRACTOR agrees to:

- A. Obtain verification of client's income and diagnosis in order to determine client eligibility.
- B. Assess the client's needs.
- C. Research internal documents showing the past amounts of assistance and the time-frame covered by this assistance.
- D. Contact other providers of HOPWA-funded short-term rent, mortgage, and utility payments in order to ensure that the client does not receive short-term housing assistance in excess of 21 weeks out of any 52 week period (see 24 CFR 574.330 (a)(1)).
- E. Provide only assistance necessary to prevent homelessness, up to a maximum of 21 weeks out of 52 (see 24 CFR 574.330 (a) (1)).

8.3 The CONTRACTOR will have a TB/HIV policy for their staff and volunteers, as is required by the State of California's Occupational Safety and Health Administration (OSHA) guidelines.

9. **LICENSING AND PERMITS**

The CONTRACTOR shall comply with all State or other licensing requirements. The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Contract as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Contract relative to the Scope of Work to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

10. NON-DISCRIMINATION

The CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status or sex in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

The CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Contract.

11. CONTRACT TERMINATION

11.1 This CONTRACT may be terminated in whole or in part without cause by either party upon 30 days advance written notice to the other party. Such notification shall state the effective date of termination. In the event of such termination, in full or in part, the CONTRACTOR shall take immediate steps to reduce the incurred costs. CONTRACTOR shall be entitled to payment of all costs and non-negotiable obligations allowed under the terms of this CONTRACT incurred to the date of termination in an amount not to exceed the maximum allowable under Paragraph 7A.

11.2 HACR may immediately, upon notice, terminate this CONTRACT in whole or in part for cause, included but not limited to, CONTRACTOR failing to materially perform the services promised in this CONTRACT. In the event of such termination, HACR shall be relieved of the payment of any consideration to CONTRACTOR for the terminated portion of the Contract. HACR may proceed with the terminated work in any manner deemed proper. The cost to HACR shall be deducted from any sum due to CONTRACTOR under this Contract.

11.3 After receipt of the notice of termination, the CONTRACTOR shall:

- A. Stop all work under this Contract on the date specified in the notice of termination; and
- B. Transfer to the HACR and deliver in the manner as directed by the HACR any materials, reports or other products which, if the Contract had been completed or continued, would have been required to be furnished to the HACR.

11.4 The CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by the CONTRACTOR; or in the event of the CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, the CONTRACTOR shall not be entitled to any further compensation under this Contract.

11.5 The rights and remedies of the HACR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Contract.

12. MONITORING ACTIVITIES

12.1 The CONTRACTOR shall provide any necessary assistance to HACR in carrying out its monitoring activities and inspection rights as provided in this Contract. The CONTRACTOR shall make available all records, materials, data, information, and appropriate staff to authorized State, Federal and/or HACR representatives, and shall cooperate fully in the monitoring and audit process.

12.2 All performance shall be subject to inspection by the HACR. The CONTRACTOR shall provide adequate cooperation to the HACR representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by the CONTRACTOR are not in conformance with the terms of this Contract, the HACR shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Contract at no additional cost to the HACR. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the HACR shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Contract; and/or (2) reduce the Contract price to reflect the reduced value of the services performed or products provided. The HACR may also terminate this Contract for default and charge to the CONTRACTOR any costs incurred by the HACR because of the CONTRACTOR's failure to perform.

12.3 The CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit a HACR representative to monitor, assess or evaluate the CONTRACTOR's performance under this Contract at any time upon reasonable notice to the CONTRACTOR.

13. PUBLICITY

CONTRACTOR agrees to submit to HACR, prior to release, copies of any proposed publicity pertaining to this CONTRACT. HACR reserves the right to modify or withdraw said publicity.

14. CONDUCT OF THE CONTRACTOR

14.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or Contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the CONTRACTOR's performance under this Contract. The CONTRACTOR further covenants that no person or Sub-Contractor having any such interest shall be employed or retained by CONTRACTOR under this Contract. The CONTRACTOR agrees to inform the HACR of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the HACR's interests.

14.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

14.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to HACR employees.

15. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for purposes relating to this Contract, an independent Contractor and shall not be deemed an employee of the HACR. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subContractor's) shall in no event be entitled to any benefits to which the HACR employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CONTRACTOR shall hold the HACR harmless from any and all claims that may be made against the HACR based upon any contention by a third party that an employer-employee relationship exists by reason of this Contract. It is further understood and agreed by the parties that the CONTRACTOR in the performance of this Contract is subject to the control or direction of the HACR merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

16. SUBCONTRACT FOR WORK OR SERVICES

No Contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of the COUNTY; but this provision shall not require the approval of Contracts of employment between the CONTRACTOR and personnel assigned under this Contract, or for parties named in the proposal and agreed to under this Contract.

17. AUTHORITY TO EXECUTE

The persons executing this CONTRACT on behalf of the parties warrant and represent that they have the authority to execute this CONTRACT on behalf of each respective party and further warrant and represent that they have the authority to bind each respective party to the performance of its obligations hereunder.

18. PROGRAM ADMINISTRATION

All invoices for payment and other official communications shall be mailed to:

**HOPWA – Cindy Hui, Principal Development Specialist
Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504
(951) 343-5428**

19. FISCAL DOCUMENTATION

19.1 Adequate written documentation of each transaction shall be maintained for a period of four (4) years or until an audit is completed, whichever comes first.

19.2 If the eligibility of expenditures cannot be determined because records or documentation of the CONTRACTOR are nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by HACR.

20. MEETINGS

The CONTRACTOR shall make staff available to HACR for training and meetings which HACR may find necessary from time to time.

21. CONFIDENTIALITY

21.1 Records relating to any program activity, service, or category executed in reference to this CONTRACT containing personally identifying information, which were developed or acquired by local public health agencies shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes or pursuant to a written authorization by the person who is the subject of the record or by his or her guardian or conservator.

21.2 CONTRACTOR understands that the Participant Profile, including the clients' names, must be completed in a timely manner as a condition of reimbursement of funds expended. The CONTRACTOR will obtain permission from the program participant (or their guardian or conservator) to release their name to the program sponsor as a condition of receiving the service. Both the HACR and the

CONTRACTOR will take every precaution to protect the privacy of the program participants.

22. INSURANCE

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the HACR, the County of Riverside and the City of Riverside harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this CONTRACT. As respects to this insurance section only, the term HACR herein refers to the HACR, City of Riverside, 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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, Contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the HACR as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If CONTRACTOR's vehicles or mobile equipment are used in the performance of the obligations under this CONTRACT, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insureds.

D. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this CONTRACT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue

through the term of this CONTRACT and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this CONTRACT; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Contract. Upon notification of deductibles or self-insured retention's unacceptable to the HACR, and at the election of the County of Riverside's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Contract with the HACR, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the HACR prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the HACR receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the HACR has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this***

Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the HACR's insurance and/or deductibles and/or self-insured retentions or self-inured programs shall not be construed as contributory.
- 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract including any extensions thereof exceeds five (5) years; the HACR reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County of Riverside Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Sub-Contractors working under this Contract.
- 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the HACR.
- 8) CONTRACTOR agrees to notify HACR in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

*Documentation to this effect must be provided to the HACR prior to the disbursement of funds and will be included in this Contract as **(Exhibit D)**.

23. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the City of Riverside, Housing Authority of the County of Riverside, the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, and their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives and (individually and collectively, the "Indemnified Parties") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Sub-Contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, Sub-Contractors, agents or representatives from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not

limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HACR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to HACR and the Indemnified Parties as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to HACR the appropriate form of dismissal relieving HACR and the Indemnified Parties from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the HACR and the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnified Parties to the fullest extent allowed by law.

24. DISPUTES

24.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Contract which is not resolved by the parties shall be decided by the County of Riverside's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County of Riverside's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Contract pending the resolution of a dispute.

24.2 Prior to the filing of any legal action related to this Contract, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the CONTRACTOR and HACR. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither HACR nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

25. CONTRACT AMENDMENT

The Board of Commissioners and the Executive Director and/or designee, subject to the authority authorized by the Board of Commissioners, are the only authorized HACR representatives who may at any time, by written order, make alterations to this Contract.

26. ASSIGNMENT OF THE CONTRACT

This Contract shall not be assignable by the CONTRACTOR as to any rights or duties hereunder without the prior written consent of HACR, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give HACR cause to terminate and cancel this Contract the same as for a breach thereof.

27. ADMINISTRATION/CONTRACT LIAISON

The HACR Executive Director, or designee, shall administer this Contract on behalf of HACR.

28. FORCE MAJEURE

If either party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives prior written notice of such force majeure event.

29. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONSULTANT(s) form **DE 542** to the Employment Development Department ("EDD"). The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the Contract being awarded to another CONTRACTOR. In the event a Contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a material breach of Agreement. If the CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. The CONTRACTOR should also contact the local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

30. APPLICABLE LAW

The Contract shall, in all respects, be governed by the laws of the State of California applicable to Contracts executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any to act to the contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to Contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

31. EXHIBITS

31.1 All exhibits attached to this Contract are incorporated and made a part hereof by this reference.

31.2 The following exhibits shall be signed by Contractor and incorporated herein by this reference:

- A. Section 3 Clause (**Exhibit D**)
- B. Equal Opportunity Clause (**Exhibit E**)
- C. Certification for a Drug-Free Workplace (**Exhibit F**)
- D. Certification for CONTRACTs, Grants, Loans, and Cooperative Agreements (**Exhibit G**)

31.3 The following exhibits are attached hereto and incorporated into this Contract by reference:

- A. Budget/Invoice and Scope of Work (**Exhibit A**)
- B. Participant Profile (**Exhibit B**)
- C. Certificate of Liability Insurance (**Exhibit C**)
- D. Regulations (**Exhibit H**)
- E. Guidelines for Eligibility (**Exhibit I**)

32. GENERAL

32.1 The CONTRACTOR shall not delegate or assign any interest in this Contract, whether by operation of law or otherwise, without the prior written consent of HACR. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of HACR will be deemed void and of no force or effect.

32.2 Any waiver by the HACR of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Contract. Failure on the part of the HACR to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms or preventing the HACR from enforcement of the terms of this Contract.

- 32.3 In the event the CONTRACTOR receives payment under this Contract which is later disallowed by the HACR for nonconformance with the terms of the Contract, the CONTRACTOR shall promptly refund the disallowed amount to the HACR on request; or at its option the HACR may offset the amount disallowed from any payment due to the CONTRACTOR.
- 32.4 The CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.
- 32.5 The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. The CONTRACTOR will comply with all applicable County of Riverside policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 32.6 The CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards, laws and regulations as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 32.7 This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 32.8 This Contract, including any attachments or exhibits, constitutes the entire Contract of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 32.9 All original reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the HACR. The HACR reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the HACR.
- 32.10 All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

To CONTRACTOR: Foothill AIDS Project
233 W. Harrison Avenue
Claremont, CA 91711
Attention: Maritza Tona, Executive Director

To HACR: Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504
Attention: Cindy Hui (HOPWA) (951) 343-5428

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract as of the dates set forth below.

“HACR”

HOUSING AUTHORITY FOR THE
COUNTY OF RIVERSIDE,
a public entity, corporate and politic

By: _____
Heidi Marshall,
Deputy Executive Director

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Jhaila R. Brown
Jhaila R. Brown,
Deputy County Counsel

“CONTRACTOR”

FOOTHILL AIDS PROJECT, a California
Public Benefit Corporation

By: [Signature]
Maritza Tona,
Executive Director

Date: 5/27/15

Exhibits

- A. Budget/Invoice and Scope of Work
- B. Participant Profile
- C. Certificate of Liability Insurance
- D. Section 3 Clause
- E. Equal Opportunity Clause
- F. Certification for a Drug-Free Workplace
- G. Certification for Contracts, Grants, Loans, and Cooperative Agreements
- H. Regulations
- I. Guidelines for Eligibility