

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

631



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
January 21, 2016

**SUBJECT:** Ratify and Approve the Fiscal Year 2015-16 Housing Opportunity for Persons with AIDS Agreement between the Housing Authority of the County of Riverside and the City of Riverside; All Districts [\$1,131,716], 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);
2. Ratify and approve the attached Fiscal Year 2015-2016 Housing Opportunity for Persons with AIDS (HOPWA) Agreement between the Housing Authority of the County of Riverside and the City of Riverside, awarding the Housing Authority \$1,131,716 in HOPWA funds to implement the HOPWA program within the County of Riverside during the period July 1, 2015 through June 30, 2016;
3. Authorize the Chairman of the Board of Commissioners to execute the HOPWA Agreement with the City of Riverside on behalf of the Housing Authority;

(Continued)

*[Signature]*

Robert Field  
Executive Director

| FINANCIAL DATA         | Current Fiscal Year: | Next Fiscal Year: | Total Cost:  | Ongoing Cost: | POLICY/CONSENT<br>(per Exec. Office)  |
|------------------------|----------------------|-------------------|--------------|---------------|---|
| <b>COST</b>            | \$ 1,131,716         | \$                | \$ 1,131,716 | \$            | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| <b>NET COUNTY COST</b> | \$                   | \$                | \$           | \$            |   |

**SOURCE OF FUNDS:** U.S. Department of Housing and Urban Development 100%  
**Budget Adjustment:** No  
**For Fiscal Year:** 2015/16

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *[Signature]*  
 Imelda Delos Santos

County Executive Office Signature

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

On motion of Commissioner Jeffries, seconded by Commissioner Ashley 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:** February 9, 2016  
**xc:** Housing Authority

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

**Prev. Agn. Ref.:** 06/16/15 M.O. 10-2

**District:** ALL

**Agenda Number:**

**10-1**

FORM APPROVED COUNTY COUNSEL  
 DATE 1/21/16  
 BY: GREGORY P. PRIAMOS  
 FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *[Signature]*  
 TANYA S. HARRIS, CPA

Positions Added  
 Change Order  
 A-30  
 4/5  
 Vote

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

Housing Authority

**FORM 11:** Ratify and Approve the Fiscal Year 2015-16 Housing Opportunity for Persons with AIDS Agreement between the Housing Authority of the County of Riverside and the City of Riverside; All Districts [\$1,131,716], U.S. Department of Housing and Urban Development 100%; CEQA Exempt

**DATE:** January 21, 2016

**PAGE:** 2 of 4

**RECOMMENDED MOTION:** (Continued)

4. Authorize the Executive Director, or designee, to take all necessary steps to implement the HOPWA Agreement, including but not limited to: (a) signing subsequent necessary and relevant documents subject to approval by County Counsel; and (b) negotiating and signing any amendments to the HOPWA Agreement, including, but not limited to, amendments that result in an increase in the award of HOPWA funds from the City of Riverside to the Housing Authority of the County of Riverside subject to approval by County Counsel;
5. Award contracts to administer HOPWA services for the period July 1, 2015 through June 30, 2016, with the option to extend an additional twelve months, to the following local service providers: 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 (collectively, HOPWA Contracts);
6. Approve the attached template HOPWA Contract of Services Agreement which will memorialize HOPWA Contracts between the Housing Authority and the awarded local service providers; and
7. Authorize the Executive Director, or designee, to: (a) execute HOPWA Contract of Service Agreements with the awarded local service providers for a total value of \$369,880, which costs were included in the Housing Authority's Fiscal Year 2015-16 Budget as part of the expenditure of total fiscal year 2015-16 HOPWA funds; (b) take all necessary steps to implement the HOPWA Contract of Service Agreements, including but not limited to, signing subsequent necessary and relevant documents subject to approval by County Counsel; and (c) approve any subsequent amendments to HOPWA Contract of Service Agreements 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) which 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, as grantee for the Riverside-San Bernardino County service area, has awarded the Housing Authority of the County of Riverside (Authority) \$1,131,716 to serve as the HOPWA Project Sponsor for Riverside County and administer the HOPWA program. The Authority has administered the HOPWA program for 16 years. 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 proposed HOPWA Agreement (Attachment A) sets forth the terms for administration of the HOPWA funds for fiscal year 2015-16.

(Continued)

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

Housing Authority

**FORM 11:** Ratify and Approve the Fiscal Year 2015-16 Housing Opportunity for Persons with AIDS Agreement between the Housing Authority of the County of Riverside and the City of Riverside; All Districts [\$1,131,716], U.S. Department of Housing and Urban Development 100%; CEQA Exempt

**DATE:** January 21, 2016

**PAGE:** 3 of 4

**BACKGROUND:** (Continued)

**Summary**

Ratification of the HOPWA Agreement is required in order to ensure services remain available to vulnerable low-income HIV positive individuals and their families. HOPWA program costs for fiscal year 2015-16 have already been incurred and are 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 2015-16 budget. The Authority will be reimbursed by the City of Riverside for HOPWA program costs incurred by the Authority upon execution of the HOPWA Agreement.

Staff recommends that the Board of Commissioners (Board) ratify, approve and authorize the Chairman of the Board to execute the attached HOPWA Agreement and authorize the Executive Director, or designee, to take all necessary steps to implement the HOPWA Agreement, including but not limited to: (a) signing subsequent necessary and relevant documents subject to approval by County Counsel; and (b) negotiating and signing any amendments to the HOPWA Agreement, including, but not limited to, amendments that result in an increase in the award of HOPWA funds from the City of Riverside to the Authority, subject to approval by County Counsel.

**HOPWA Contracts**

The proposed HOPWA Agreement from the City of Riverside 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 November 2, 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 will be memorialized in the proposed template HOPWA Contract of Services Agreement, attached hereto as Attachment B (Template Contract). The total value of all proposed HOPWA Contracts of Service is \$369,880, which costs were included in the Authority's Fiscal Year 2015-16 Budget as part of the expenditure of total fiscal year 2015-16 HOPWA funds. The term of the proposed HOPWA Contracts is July 1, 2015 through June 30, 2016 with the option to extend an additional twelve months.

Staff recommends that the Board of approve the template HOPWA Contract of Services Agreement attached hereto as Attachment B, and award contracts to administer HOPWA services for the period July 1, 2015 through June 30, 2016, with the option to extend an additional twelve months, to the following local service providers: 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. Staff further recommends that the Board authorize the Executive Director, or designee, to: (a) execute HOPWA Contract of Services with the awarded local service providers; (b) take all necessary steps to implement the HOPWA Contract of Service Agreements, including but not limited to, signing subsequent necessary and relevant documents subject to approval by County Counsel; and (c) approve any subsequent amendments to HOPWA Contract of Service Agreements subject to approval by County Counsel.

**California Environmental Quality Act (CEQA) Findings**

Pursuant to the California Environmental Quality Act (CEQA), the HOPWA Agreement and the HOPWA Contract of Services were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. The Project includes the

(Continued)

CLERK'S COPY

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

*Clerk of the  
Board  
Copy*

**FY 2015-2016 HOPWA AGREEMENT  
Housing Opportunities for Persons with AIDS**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 agency, located at 5555 Arlington Avenue, Riverside, California 92504, hereinafter referred to as "Authority" or 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 2015-2016 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 Thirty One Thousand Seven Hundred Sixteen Dollars (\$1,131,716.00) 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 2015-2016 HOPWA funds during the period of July 1, 2015 through June 30, 2016.

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"**,.
2. The Authority and its Key Personnel identified in **Exhibit "D"**, attached hereto and incorporated herein, agree 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, and HUD/HOPWA Certifications attached hereto as **Exhibit "C"** and the Federal Funding Accountability and Transparency Act (FFATA) attached hereto as **Exhibit "F"**, all of which are 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 2015-2016 Budget, attached hereto as **Exhibit "B"** 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, 2015 (1st Quarter), January 15, 2016 (2nd Quarter), April 15, 2016 (3rd Quarter), and July 15, 2016 (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, 2015, and shall terminate when all program funds have been expended, or no later than June 30, 2016. 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 Thirty One Thousand Seven Hundred Sixteen Dollars (\$1,131,716.00). As authorized by HUD, the Authority may bill the City an amount not to exceed Seventy-Nine Thousand Two Hundred and Twenty Dollars and Twelve Cents (\$79,220.12) 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 Thirty One Thousand Seven Hundred Sixteen Dollars (\$1,131,716.00). 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 individual(s) listed in **Exhibit "E"**, Authorized Signature(s), attached hereto and incorporated herein, 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 reference:

Exhibit "A" – Scope of Services

Exhibit "B" - Budget

Exhibit "C" - 24 CFR Chapter V, Part 574 and HUD/HOPWA Certifications

Exhibit "D" - Key Personnel

Exhibit "E" – Authorized Signature(s)

Exhibit "F" - Federal Funding Accountability and Transparency Act (FFATA)

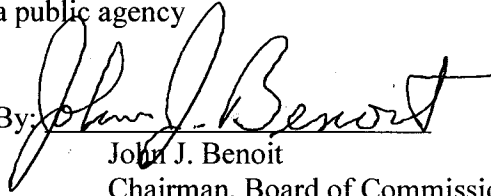


This Agreement is hereby executed on behalf of the parties as follows:

CITY OF RIVERSIDE,  
a California charter city and  
municipal corporation

HOUSING AUTHORITY OF THE  
COUNTY OF RIVERIDE,  
a public agency

By: \_\_\_\_\_  
Community & Economic  
Development Deputy  
Director

By:   
John J. Benoit  
Chairman, Board of Commissioners

Date: \_\_\_\_\_

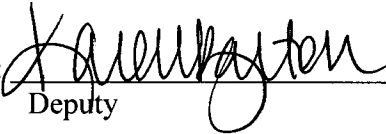
Date: **FEB 09 2016**  
\_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

Date: \_\_\_\_\_

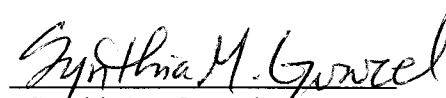
By:   
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: \_\_\_\_\_  
Deputy City Attorney

By:   
Cynthia M. Gunzel  
Deputy County Counsel

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CA: 15-1821  
Rev: 12/30/15

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Housing Opportunities for Persons with AIDS (HOPWA) Funding FY 2015-2016**

**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      |
|--|--------------------|-------------|------------|
| <b>Tenant Based Rental Assistance (TBRA)</b>         | <b>72</b>          | <b>18</b>   | <b>90</b>  |
| <b>Project Based Rental Assistance</b>               | <b>12</b>          | <b>4</b>    | <b>16</b>  |
| <b>Short Term Rental/Mortgage/Utility Assistance</b> |                    |             |            |
| <i>Desert AIDS Project</i>                           | 10                 | 50          | 60         |
| <i>Catholic Charities</i>                            | 5                  | 10          | 15         |
| <i>Housing Authority</i>                             | 5                  | 15          | 20         |
| <b>Total STRMU</b>                                   | <b>20</b>          | <b>75</b>   | <b>95</b>  |
| <b>Supportive Services</b>                           |                    |             |            |
| <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         |
| <b>Total Supportive Services</b>                     | <b>55</b>          | <b>87</b>   | <b>142</b> |
| <b>Permanent Housing Placement</b>                   |                    |             |            |
| <i>Desert AIDS Project</i>                           | 0                  | 35          | 35         |
| <i>Catholic Charities</i>                            | 0                  | 15          | 15         |
| <i>Housing Authority</i>                             | 0                  | 10          | 10         |
| <b>Total Permanent Housing Placement</b>             | <b>0</b>           | <b>60</b>   | <b>60</b>  |
| <b>Housing Information Services</b>                  | <b>25</b>          | <b>300</b>  | <b>325</b> |

**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 90 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 \$271,696.61 has been allocated to these services which will to serve approximately 162 new unduplicated clients.
- Housing Information Services will be provided by HACR. An estimated 325 persons will receive Housing Information Services
- Finally, \$79,220.12 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  
RIVERSIDE COUNTY HOPWA PROGRAM  
Budget FY 2015/2016

| Expense Category  | 15/16 Budget           |
|---|------------------------|
| <b>Housing Assistance</b>                                 |                        |
| Tenant Based Rental Assitance                             |                        |
| 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)                        | \$ 8,696.61            |
| Sub Total   | \$ 121,696.61          |
| <b>Total Housing Assistance</b>                           | <b>\$ 799,819.61</b>   |
| <br><b>Supportive Services</b>                            |                        |
| 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           |
| <b>Total</b>  | <b>\$ 150,000.00</b>   |
| <br><b>Permanent Housing Placement</b>                    |                        |
| Move-in/Security  |                        |
| HACR (In-House PHP)                                       | \$ 10,000.00           |
| DAP   | \$ 27,000.00           |
| Catholic Charities (CC)                                   | \$ 5,000.00            |
| <b>Total</b>  | <b>\$ 42,000.00</b>    |
| <br><b>Housing Information</b>                            |                        |
| HOPWA Coordinator, Noe Arechiga (HS1) @100%               | \$ 60,676.27           |
| <b>Total</b>  | <b>\$ 60,676.27</b>    |
| <br><b>Administration</b>                                 |                        |
| Cindy Hui, PDS @25% (Management)                          | \$ 38,306.87           |
| Mindy Addington, Supv Acct @ 5% (Billing)                 | \$ 18,941.62           |
| Dan Rubin, PA@ 25% (Inspections, Courier)                 | \$ 13,281.36           |
| Misc Adm charges( Audit,Payroll Processing,Insurance,etc) | \$ 500.00              |
| Supplies  | \$ 800.00              |
| Legal   | \$ 7,000.00            |
| Newspaper Advertisement for RFP                           | \$ 390.27              |
| Limited to 7% of Budget total                             | \$ 79,220.12           |
| <b>Total Budget /Expenses</b>                             | <b>\$ 1,131,716.00</b> |

Exhibit "C"

24 CFR Chapter V, Part 574 and HUD/HOPWA Certifications

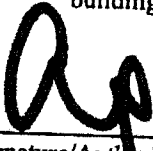
## HOPWA Certifications

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

4/29/15

Date

Interim Community Development Director

Title

## §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);



**HOPWA Subrecipient Agreement 2015/2016**

**EXHIBIT D**

**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:

| <b>Position</b>                  | <b>Name of Employee</b> |
|----------------------------------|-------------------------|
| Principal Development Specialist | Cindy Hui               |
| HOPWA Coordinator                | Noe Arechiga            |
| Program Assistant                | Daniel Rubin            |
| Supervising Accountant           | Mindy Addington         |
|                                  |                         |
|                                  |                         |
|                                  |                         |
|                                  |                         |
|                                  |                         |

**EXHIBIT E**

**AUTHORIZED SIGNATURES ON TRANSACTION DOCUMENTS**

**HOPWA Funding FY 2015/2016**

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. Marion Ashley is the Chairman of the Board of Commissioners.

Exhibit "F"

Federal Funding Accountability and Transparency Act ("FFATA")

## 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](http://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](http://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       |

Heidi Marshall  
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

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)  
CONTRACT OF SERVICES BETWEEN  
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND  
< INSERT HERE >**

This Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic (“HACR”), and < INSERT HERE >, 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-< INSERT HERE >, 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, 2015** and shall continue until the funds are expended or until **June 30, 2016**, 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”);

- B. The Housing Opportunities for Persons with AIDS Grant Agreement between HUD and the City of Riverside for fiscal year 2015/2016; 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 < INSERT HERE >, 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:

|                 |  |           |
|-----------------|--|-----------|
| <b>FY 15/16</b> | <b>Supportive Services- Personnel</b>        | <b>\$</b> |
| <b>FY 15/16</b> | <b>Project Based assistance</b>              | <b>\$</b> |
| <b>FY 15/16</b> | <b>Short-term housing/utility assistance</b> | <b>\$</b> |
| <b>FY 15/16</b> | <b>Permanent Housing Placement</b>           | <b>\$</b> |
|                 | <b>TOTAL</b>                                 | <b>\$</b> |

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](http://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,



< INSERT HERE >

Attention: < INSERT HERE >

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”

“CONTRACTOR”

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

< INSERT HERE >, a California Public Benefit  
Corporation

By: \_\_\_\_\_  
John Aguilar,  
Deputy Director

By: \_\_\_\_\_  
< INSERT HERE >,  
< INSERT HERE >

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Jhanna M. Gonzalez  
Jhanna R. Brown,  
Deputy County Counsel

## **Exhibits**

- A. Budget/Invoice and Scope of Work
- B. Participant Profile
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- D. Section 3 Clause
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