

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



ITEM
3.7
(ID # 5313)

MEETING DATE:

Tuesday, December 12, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve Professional Service Agreement between Veronica Tam and Associates, Inc. And The County of Riverside to Conduct the Affirmatively Furthering Fair Housing Analysis for the County of Riverside and Fourteen Cooperating Cities within Riverside County; All Districts; [\$55,900] [CDBG 50% and HOME 50%]; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached form of Professional Service Agreement for Assessment of Fair Housing between Veronica Tam and Associates, Inc., and the County of Riverside (Agreement) with a contract amount not to exceed \$55,900 and a ten month term, to conduct the federally required Affirmatively Furthering Fair Housing analysis for the County of Riverside and fourteen cooperating cities within the County of Riverside;
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or designee, to execute a Professional Service Agreement that substantially conforms in form and substance to the attached Agreement, subject to approval by County Counsel;

Continued on page 2

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 10/12/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Perez and Ashley
Nays: None
Absent: Washington
Date: December 12, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Assistant County Executive Officer of the Economic Development Agency, 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; and
5. Direct staff to file a Notice of Exemption with the County Clerk within five days of the approval of the Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 55,900	\$ 0	\$ 55,900	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CDBG Funds 50% and HOME Funds 50%			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 1, 2017, the Economic Development Agency (EDA) issued a Request for Proposals (RFP No. 2017-001) seeking qualified and licensed consultants to conduct the inaugural Assessment of Fair Housing (AFH) for the County of Riverside and fourteen (14) cooperating cities. The AFH analysis is required by the U.S. Department of Housing and Urban Development (HUD) and must be completed in accordance with the requirements defined in HUD's 2015 Affirmatively Furthering Fair Housing (AFFH) Rule.

The Fair Housing Act (*Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601-3619*) calls for HUD and its program participants to abide by the Fair Housing Act's intent of promoting fair housing and equal opportunity. On July 16, 2015, HUD adopted changes to the final AFFH rule that requires program participants to incorporate the policies underlying the Fair Housing Act into their planning processes. These changes provide program participants with procedural guidelines and data to ensure improved and comprehensive compliance with the Fair Housing Act.

The new AFH requirement replaces the Analysis of Impediments to Fair Housing (AI) with a more effective and standardized assessment. In the AFH, program participants identify and evaluate fair housing issues and the factors contributing to these issues. The AFH is an assessment of historical and existing fair housing conditions, focusing specifically on:

1. Patterns of integration and segregation;
2. Racially and ethnically concentrated areas of poverty;

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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3. Disparities in access to opportunity (proficient schools, jobs, transit & low transportation costs, clean air, low exposure to poverty, high labor market engagement); and
4. Disproportionate housing needs.

As part of this new requirement, HUD will provide additional data for communities to analyze and address fair housing activities related to the expenditure of federal community development funds. To ensure fair housing choice for all residents, the County of Riverside will lead a coordinated approach. The County will serve as the lead entity for a collaborative AFH process consisting of the 14 cooperating cities and the unincorporated areas within the County of Riverside.

On August 29, 2017, the Notice of Final Results for RFP No. 2017-001 was published. Based on RFP evaluation results and due diligence, the Notice Intent to Award was issued to Veronica Tam and Associates, Inc. (Veronica Tam). Staff recommends entering into a formal agreement with Veronica Tam. The proposed form of Professional Service Agreement for Assessment of Fair Housing (Service Agreement) between the County of Riverside and Veronica Tam is attached. The proposed maximum contract amount is \$55,900 with a ten month term.

Veronica Tam is a California corporation that has been providing housing and community development consulting to local jurisdictions throughout California since 2005. Recent experience includes the 2017 AFH for the City of Long Beach that has been reviewed and approved by the Los Angeles and San Francisco HUD Fair Housing and Equal Opportunity Offices, and the 2017 AFH for the City of Pomona that is in 45-day public review.

Pursuant to the California Environmental Quality Act (CEQA), the proposed Service Agreement was reviewed and determined to be categorical exempt from CEQA under State CEQA Guideline Section 15061(b)(3), "General Rule" or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the Service Contract may have a significant effect on the environment since it's merely an allocation of funds for the preparation of an administrative document. A notice of exemption will be filed by staff with the County Clerk within 5 days of approval of the proposed Service Agreement.

County Counsel has reviewed and approved the attached form of Service Agreement as to form. Staff recommends that the Board of Supervisors approve the attached form of Service Agreement.

Impact on Residents and Businesses

Approval of the Professional Service Agreement will permit the County of Riverside to serve as the lead entity for the collaborative AFH process and ensure fair housing choice for all residents.


ATTACHMENTS:

- Professional Service Agreement
- Notice of Exemption

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

RF:HM:JA:JT:JG:KH MT5313


Kerini Casina, Principal Management Analyst 12/6/2017


Gregory V. Priamos, Director County Counsel 11/30/2017

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PROFESSIONAL SERVICE AGREEMENT

For

ASSESSMENT OF FAIR HOUSING

Between

COUNTY OF RIVERSIDE

And

VERONICA TAM AND ASSOCIATES, INC.



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR ASSESSMENT OF FAIR
2 HOUSING ("Agreement"), made and entered into this _____ day of December,
3 2017, by and between VERONICA TAM AND ASSOCIATES, INC., a California
4 corporation ("CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision
5 of the State of California ("COUNTY"). The parties agree as follows:

6 **1. Description of Services**

7 **1.1** CONTRACTOR shall provide consultation services as outlined and
8 specified in the Scope of Services attached hereto as Exhibit A and incorporated herein
9 by this reference, at the not to exceed fee stated in Paragraph 3.1 below.

10 **1.2** CONTRACTOR represents that it has the skills, experience and knowledge
11 necessary to fully and adequately perform under this Agreement, and the COUNTY relies
12 upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY,
13 and CONTRACTOR shall perform the services and duties in conformance to and consistent
14 with the standards generally recognized as being employed by professionals in the same
15 discipline in the State of California. CONTRACTOR further represents and warrants to the
16 COUNTY that it has all licenses, permits, qualifications and approvals of whatever nature are
17 legally required to practice its profession. CONTRACTOR further represents that it shall keep
18 all such licenses and approvals in effect during the term of this Agreement.

19 **1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed
20 under this Agreement; and the CONTRACTOR agrees it can properly perform this work at
21 the fee stated in Paragraph 3.1. CONTRACTOR shall not perform services or provide
22 products that are not set forth in this Agreement, unless by prior written request of the
23 COUNTY.

24 **1.4** Acceptance by the COUNTY of the CONTRACTOR'S performance under
25 this Agreement does not operate as a release of CONTRACTOR'S responsibility for full
26 compliance with the terms of this Agreement.

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1 **2. Term**

2 **2.1** The term of this Agreement shall commence on the Effective Date and
3 shall terminate on September 30, 2018.

4 **2.2** The CONTRACTOR shall deliver the Assessment of Fair Housing (AFH)
5 to the U.S. Department of Housing and Urban Development (HUD), on behalf of
6 COUNTY, no later than July 31, 2018.

7 **2.3** The term "Effective Date" used herein shall mean the date this Agreement
8 is executed by the County.

9 **3. Compensation**

10 **3.1** The COUNTY shall pay the CONTRACTOR for services performed,
11 products provided and expenses incurred for the Scope of Work defined in Exhibit A.
12 Maximum payment by COUNTY to CONTRACTOR for the services provided herein shall
13 not exceed FIFTY-FIVE THOUSAND NINE HUNDRED DOLLARS, (\$55,900.00),
14 including all expenses. The COUNTY shall not be responsible for any fees or costs
15 incurred above or beyond the aforementioned contracted amount and COUNTY shall
16 have no obligation to purchase any specified amount of services or products, unless
17 agreed to in writing by COUNTY pursuant to Paragraph 4 below.

18 **3.2** CONTRACTOR shall be paid only in accordance with an invoice submitted to
19 COUNTY by CONTRACTOR. COUNTY shall pay the invoice within thirty (30) working days
20 from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after
21 services have been rendered or delivery of materials or products, and acceptance has been
22 made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and
23 duplicate copies of invoices to:

24 County of Riverside Economic Development Agency
25 5555 Arlington Avenue, Riverside, CA 92504
26 ATTN: Kari H'Orvath
27 (951) 343-5433

28 a) Each invoice shall contain a minimum of the following information:

1 invoice number and date; remittance address; itemization of the description of the work
2 (hourly rate and extensions, if applicable); and an invoice total.

3 b) In accordance with California Government Code Section 926.10,
4 COUNTY is not allowed to pay excess interest and late charges.

5 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
6 fiscal year end is contingent upon and limited by the availability of COUNTY funding from
7 which payment can be made. No legal liability on the part of the COUNTY shall arise for
8 payment beyond June 30 of each calendar year unless funds are made available for
9 such payment. In the event that such funds are not forthcoming for any reason, COUNTY
10 shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed
11 terminated and have no further force and effect.

12 **4. Alteration or Changes to the Agreement**

13 No alteration or variation of the terms of this Agreement shall be valid unless made
14 in writing and signed by the parties hereto, and no oral understanding or agreement not
15 incorporated herein shall be binding on any of the parties hereto. No additional services
16 shall be performed by CONTRACTOR without a written amendment to this Agreement.

17 CONTRACTOR understands that the COUNTY Purchasing Agent or the
18 COUNTY Board of Supervisors are the only authorized COUNTY representatives who
19 may at any time, by written order, make any alterations within the general scope of this
20 Agreement.

21 If CONTRACTOR feels that any work requested of it is beyond the scope of
22 services under this Agreement, any claim by the CONTRACTOR for adjustment under
23 this paragraph shall be made within thirty (30) days of when the CONTRACTOR is
24 requested to perform the disputed scope of work.

25 **5. Termination** COUNTY may, by written notice to CONTRACTOR, terminate
26 this Agreement in whole or in part at any time. Such termination may be for COUNTY'S
27 convenience or because of CONTRACTOR'S failure to perform its duties and obligations
28 under this Agreement including, but not limited to, the failure of CONTRACTOR to timely

1 perform services pursuant to this Agreement, including, but not limited to the Scope of
2 Services attached.

3 5.1 Discontinuance of Services. Upon Termination, CONTRACTOR shall,
4 unless otherwise directed by the Notice, discontinue all services and deliver to the
5 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as
6 may have been prepared or accumulated by CONTRACTOR in performance of services,
7 whether completed or in progress.

8 5.2 Effect of Termination for Convenience. If the termination is to be for the
9 convenience of the COUNTY, the COUNTY shall compensate CONTRACTOR for
10 services satisfactorily provided through the date of termination. CONTRACTOR shall
11 provide documentation deemed adequate by COUNTY to show the services actually
12 completed by CONTRACTOR prior to the date of termination. This Agreement shall
13 terminate thirty (30) days following receipt by the CONTRACTOR of the written Notice
14 of Termination.

15 5.3 Effect of Termination for Cause. If the termination is due to the failure of
16 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be
17 compensated for those services which have been completed in accordance with this
18 Agreement and accepted by the COUNTY. In such case, the COUNTY may take over
19 the work and prosecute the same to completion by contract or otherwise. Further,
20 CONTRACTOR shall be liable to the COUNTY for any reasonable additional costs
21 incurred by the COUNTY to revise work for which the COUNTY has compensated
22 CONTRACTOR under this Agreement, but which the COUNTY has determined in its
23 sole discretion needs to be revised in part or whole to complete the project. Prior to
24 discontinuance of services, the COUNTY may arrange for a meeting with
25 CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately
26 fulfill its requirements under this Agreement. In its sole discretion, County's
27 Representative may propose an adjustment to the terms and conditions of the
28 Agreement, including the contract price. Such contract adjustments, if accepted in

1 writing by the Parties, shall become binding on CONTRACTOR and shall be performed
2 as part of this Agreement. In the event of termination for cause, unless otherwise agreed
3 to in writing by the parties, this Agreement shall terminate seven (7) days following the
4 date the Notice of Termination was mailed to the CONTRACTOR. Termination of this
5 Agreement for cause may be considered by the COUNTY in determining whether to
6 enter into future agreements with CONTRACTOR.

7 5.4 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S
8 rights under this Agreement shall terminate (except for fees accrued prior to the
9 date of termination) upon dishonesty, or a willful or material breach of this Agreement by
10 CONTRACTOR, or in the event of CONTRACTOR S unwillingness or inability for any
11 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated
12 pursuant to Section 5. In such event, CONTRACTOR shall not be entitled to any further
13 compensation under this Agreement.

14 5.5 Cumulative Remedies. The rights and remedies of the parties provided in
15 this Section are in addition to any other rights and remedies provided by law, equity or
16 under this Agreement.

17 **6. Ownership/Use of Contract Materials and Products**

18 The COUNTY acknowledges that the CONTRACTOR'S reports, drawings,
19 specifications, field data, field notes, laboratory test data, calculations, estimates and
20 other similar documents are instruments of professional service, not products. Given the
21 nature of the work being performed hereunder, such reports, data, and other similar
22 documents shall in this instance become upon their creation the property of the COUNTY
23 and the Housing Authority of the County of Riverside.

24 Upon completion of the work described in Exhibit "A", the CONTRACTOR
25 shall furnish to the COUNTY two (2) bound copies and an electronic copy, in a format
26 acceptable to the COUNTY, of the deliverables and/or documents as specified in the
27 Scope of Services attached hereto as Exhibit "A."
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7. Conflict of Interest

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

7.2 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 Agreement.

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

8. Inspection of Services

8.1 All performance shall be subject to inspection by the COUNTY. The CONTRACTOR shall provide adequate cooperation to COUNTY representative(s) to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require

1 the CONTRACTOR immediately to take all necessary steps to ensure future
2 performance in conformity with the terms of the Agreement; and/or (2) reduce the
3 Agreement price to reflect the reduced value of the services performed or products
4 provided. The COUNTY may also terminate this Agreement for default and charge to
5 CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's
6 failure to perform.

7 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to
8 ensure proper performance under this Agreement; and shall permit a COUNTY
9 representative(s) to monitor, assess or evaluate CONTRACTOR's performance under
10 this Agreement at any time upon reasonable notice to CONTRACTOR.

11 **9. Independent Contractor**

12 The CONTRACTOR is, for purposes relating to this Agreement, an independent
13 contractor and shall not be deemed an employee of the COUNTY. It is expressly
14 understood and agreed that the CONTRACTOR (including its employees, agents and
15 subcontractors) shall in no event be entitled to any benefits to which COUNTY
16 employees are entitled, including but not limited to overtime, any retirement benefits,
17 worker's compensation benefits, and injury leave or other leave benefits. There shall be
18 no employer-employee relationship between the parties, and CONTRACTOR shall hold
19 COUNTY harmless from any and all claims that may be made against COUNTY based
20 upon any contention by a third party that an employer-employee relationship exists by
21 reason of this Agreement. It is further understood and agreed by the parties that
22 CONTRACTOR in the performance of this Agreement is subject to the control or direction
23 of COUNTY merely as to the results to be accomplished and not as to the means and
24 methods for accomplishing the results.

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1 **10. Subcontract for Work or Services**

2 No contract shall be made by the CONTRACTOR with any other party for
3 furnishing any of the work or services under this Agreement without the prior written
4 approval of the COUNTY, but this provision shall not require the approval of contracts of
5 employment between the CONTRACTOR and personnel assigned under this
6 Agreement, or for parties named in the proposal and agreed to under this Agreement.

7 **11. Disputes**

8 **11.1** The parties shall attempt to resolve any disputes amicably at the working
9 level. If that is not successful, the dispute shall be referred to the senior management of
10 the parties. Any dispute relating to this Agreement which is not resolved by the parties
11 shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the
12 decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be
13 final and conclusive unless determined by a court of competent jurisdiction to have been
14 fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad
15 faith. The CONTRACTOR shall proceed diligently with the performance of this
16 Agreement pending the resolution of a dispute.

17 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
18 shall be obligated to attend a mediation session in Riverside County before a neutral
19 third party mediator. A second mediation session shall be required if the first session is
20 not successful. The parties shall share the cost of the mediations. Each party shall be
21 responsible for its own legal fees and other expenses incident to the preparation for
22 mediation.

23 **12. Jurisdiction and Venue**

24 This Agreement is to be construed under the laws of the State of California. The
25 parties agree to the jurisdiction and venue of the Superior Court in the County of
26 Riverside, State of California.

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1 **13. Licensing and Permits**

2 CONTRACTOR shall comply with all State or other licensing requirements,
3 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
4 Professions Code. All licensing requirements shall be met at the time proposals are
5 submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits,
6 approvals, certificates, waivers and exemptions necessary for performance of this
7 Agreement as required by the laws and regulations of the United States, the State of
8 California, the County of Riverside and all other governmental agencies with jurisdiction,
9 and shall maintain these throughout the term of this Agreement.

10 **14. Non-Discrimination**

11 CONTRACTOR shall not be discriminate in the provision of services, allocation of
12 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic
13 group identification, race, religious creed, color, national origin, ancestry, physical
14 handicap, medical condition, marital status or sex in the performance of this Agreement;
15 and, to the extent they shall be found to be applicable hereto, shall comply with the
16 provisions of the California Fair Employment Practices Act (commencing with Section
17 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the
18 Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable
19 laws or regulations.

20 **15. Records and Documents**

21 CONTRACTOR shall make available, upon written request by any duly authorized
22 Federal, State or county agency, a copy of this Agreement and such books, documents
23 and records as are necessary to certify the nature and extent of the CONTRACTOR'S
24 costs related to this Agreement. All such books, documents and records shall be
25 maintained by CONTRACTOR for at least five years following termination of this
26 Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to
27 the COUNTY reports and information related to this Agreement as requested by
28 COUNTY.

1 **16. Confidentiality**

2 CONTRACTOR shall maintain the confidentiality of any and all records and
3 information accessed or processed under this Agreement. CONTRACTOR shall not
4 disclose, except as permitted by this Agreement or as authorized by the COUNTY, any
5 oral or written communication, information, or effort of cooperation between COUNTY and
6 CONTRACTOR, or between COUNTY and CONTRACTOR and any other party.

7 **17. Administration/Contract Liaison**

8 The Assistant County Executive Officer of the Economic Development Agency, or
9 designee, shall administer this Agreement on behalf of the COUNTY.

10 **18. Notices**

11 All correspondence and notices required or contemplated by this Agreement shall
12 be delivered to the respective parties at the addresses set forth below, or at such other
13 address provided by a party in writing, and are deemed submitted one (1) day after their
14 deposit in the United States Mail, postage prepaid:

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16 **COUNTY OF RIVERSIDE**

17 County of Riverside Economic Development Agency
18 5555 Arlington Avenue, Riverside, CA 92504
19 Attention: Assistant Director/EDA Housing

20 **CONTRACTOR**

21 Veronica Tam and Associates, Inc.
22 107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105
23 Attention: Veronica Tam

24 **19. Force Majeure**

25 If either party is unable to comply with any provision of this Agreement due to
26 causes beyond its reasonable control, and which could not have been reasonably
27 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
28 party shall not be held liable for such failure to comply, provided the subject party
provides written notice to the other party no later than five days after the commencement
of such force majeure event.

1 **20. EDD Reporting Requirements**

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

18 **21. Hold Harmless/Indemnification**

19 **21.1** CONTRACTOR shall indemnify and hold harmless the County of
20 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
21 directors, officers, Board of Supervisors, elected and appointed officials, employees,
22 agents and representatives (collectively, "Indemnified Parties") from any liability, claim,
23 damage or action whatsoever, based or asserted upon any act or omission of
24 CONTRACTOR, its officers, employees, subcontractors, agents or representatives
25 arising out of or in any way relating to this Agreement, including but not limited to property
26 damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and
27 expense, including but not limited to attorney fees, cost of investigation, defense and
28 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts

1 and Departments, their respective directors, officers, Board of Supervisors, elected and
2 appointed officials, employees, agents and representatives in any such action or claim.
3 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
4 CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and
5 shall have the right to adjust, settle, or compromise any such action or claim without the
6 prior consent of COUNTY; provided, however, that any such adjustment, settlement or
7 compromise in no manner whatsoever limits or circumscribes CONTRACTOR's
8 indemnification of COUNTY and the Indemnified Parties. CONTRACTOR's obligations
9 hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the
10 appropriate form of dismissal (or similar document) relieving the COUNTY from any
11 liability for the action or claim involved. The specified insurance limits required in this
12 Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to
13 indemnify and hold harmless the COUNTY and Indemnified Parties.

14 **21.2** In the event there is conflict between this clause and California Civil Code
15 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
16 interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the
17 fullest extent allowed by law. The indemnification and hold harmless obligations set
18 forth in this Paragraph 21 shall survive the termination and expiration of this Agreement.

19 **22. Insurance**

20 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify
21 or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or
22 cause to be maintained, at its sole cost and expense, the following insurance
23 coverage during the term of this Agreement. As respects to the insurance section
24 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,
25 Special Districts, and Departments, their respective directors, officers, Board of
26 Supervisors, employees, elected or appointed officials, agents or representatives
27 as Additional Insureds.
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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 County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY 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 agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

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D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, 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 Agreement 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 Agreement; 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 Risk Manager. If the County'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 shall declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

1 the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1)
2 reduce or eliminate such self-insured retention as respects this Agreement
3 with the COUNTY, or 2) procure a bond which guarantees payment of
4 losses and related investigations, claims administration, and defense costs
5 and expenses.

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

7 4) It is understood and agreed to by the parties hereto and the
8 insurance company(s) that the CONTRACTOR'S insurance shall be
9 construed as primary insurance, and the COUNTY'S insurance and/or
10 deductible and/or self-insured retentions' or self-insured programs shall not
11 be construed as contributory.

12 5) If, during the term of this Agreement or any extension thereof,
13 there is a material change in the scope of services; or, there is a material
14 change in the equipment to be used in the performance of the scope of
15 work; or, the term of this Agreement, including any extensions thereof,
16 exceeds five (5) years; the COUNTY reserves the right to adjust the types
17 of insurance and the monetary limits of liability required under this
18 Agreement, if in the County Risk Manager's reasonable judgment, the
19 amount or type of insurance carried by the CONTRACTOR has become
20 inadequate.

21 6) CONTRACTOR shall pass down the insurance obligations
22 contained herein to all tiers of subcontractors working under this
23 Agreement.

24 7) The insurance requirements contained in this Agreement may
25 be met with a program(s) of self-insurance acceptable to the COUNTY.
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1 8) CONTRACTOR agrees to notify COUNTY of any claim by a
2 third party or any incident or event that may give rise to a claim arising from
3 the performance of this Agreement.
4

5 **23. General**

6 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,
7 whether by operation of law or otherwise, without the prior written consent of COUNTY.

8 **23.2** Any waiver by COUNTY of any breach of any one or more of the terms of
9 this Agreement shall not be construed to be a waiver of any subsequent or other breach
10 of the same or of any other term of this Agreement. Failure on the part of COUNTY to
11 require exact, full and complete compliance with any terms of this Agreement shall not
12 be construed as in any manner changing the terms or estopping COUNTY from
13 enforcement of the terms of this Agreement.

14 **23.3** In the event the CONTRACTOR receives payment under this Agreement
15 which is later disallowed by COUNTY for nonconformance with the terms of the
16 Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the
17 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
18 from any payment due to the CONTRACTOR.

19 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services
20 or products unless specifically stated in the Agreement.

21 **23.5** The COUNTY agrees to cooperate with the CONTRACTOR in the
22 CONTRACTOR'S performance under this Agreement, including, if stated in the
23 Agreement, providing the CONTRACTOR with reasonable facilities and timely access to
24 COUNTY data, information and personnel.

25 **23.6** CONTRACTOR shall comply with all applicable Federal, State and local
26 laws and regulations. CONTRACTOR shall comply with all applicable COUNTY policies
27 and procedures. In the event that there is a conflict between the various laws or
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1 regulations that may apply, the CONTRACTOR shall comply with the more restrictive
2 law or regulation.

3 **23.7** CONTRACTOR shall comply with all requirements of the Occupational
4 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
5 Department of Labor and the State of California (Cal/OSHA).

6 **23.8** This Agreement shall be governed by the laws of the State of California.
7 Any legal action related to the performance or interpretation of this Agreement shall be
8 filed only in the Superior Court of the State of California located in Riverside, California,
9 and the parties waive any provision of law providing for a change of venue to another
10 location. In the event any provision in this Agreement is held by a court of competent
11 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
12 nevertheless continue in full force without being impaired or invalidated in any way.

13 **24. Additional Federal Requirements**

14 Whereas the work may be subject to applicable Federal, State, and local laws and
15 regulations, including but not limited to the regulations pertaining to the Community
16 Development Block Grant program (24 CFR Part 570) and the Uniform Administrative
17 Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part
18 200). Contractor, sub-contractors, consultants, and sub-consultants agree to comply
19 with, and are subject to, all applicable requirements as follows:

20 **24.1** Equal Employment Opportunity - Compliance with Executive Order 11246
21 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by
22 Executive Order 11375 of October 13, 1967, and as supplemented in Department of
23 Labor regulations (41 CFR chapter 60). The CONTRACTOR shall not discriminate
24 against any employee or applicant for employment because of race, color, religion, sex,
25 or national origin. CONTRACTOR shall ensure that all qualified applicants shall receive
26 consideration for employment without regard to race, color, religion, sex or national
27 origin. The CONTRACTOR shall take affirmative action to ensure that applicants are
28 employed and the employees are treated during employment, without regard to their race

1 color, religion, sex, or national origin. Such actions shall include, but are not limited to,
2 the following: employment, up-grading, demotion, or transfer; recruitment or recruitment
3 advertising; rates of pay or other forms of compensation; and selection for training,
4 including apprenticeship. The CONTRACTOR shall post in a conspicuous place,
5 available to employees and applicants for employment, notices to be provided by the
6 County setting forth the provisions of this non-discriminating clause.

7 **24.2** Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c: All
8 contracts and subgrants in excess of \$2,000 for construction or repair awarded by
9 recipients and subrecipients shall include a provision for compliance with the Copeland
10 "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor
11 regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public
12 Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act
13 provides that each contractor or subrecipient shall be prohibited from inducing, by any
14 means, any person employed in the construction, completion, or repair of public work, to
15 give up any part of the compensation to which he is otherwise entitled. The recipient
16 shall report all suspected or reported violations to HUD.

17 **24.3** Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7: When required by
18 Federal program legislation, all construction contracts awarded by the recipients and
19 subrecipients of more than \$2000 shall include a provision for compliance with the Davis-
20 Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor
21 regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts
22 Governing Federally Financed and Assisted Construction"). Under this Act, contractors
23 shall be required to pay wages to laborers and mechanics at a rate not less than the
24 minimum wages specified in a wage determination made by the Secretary of Labor. In
25 addition, contractors shall be required to pay wages not less than once a week. The
26 recipient shall place a copy of the current prevailing wage determination issued by the
27 Department of Labor in each solicitation and the award of a contract shall be conditioned
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1 upon the acceptance of the wage determination. The recipient shall report all suspected
2 or reported violations to HUD.

3 **24.4** Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through
4 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for
5 construction contracts and in excess of \$2500 for other contracts that involve the
6 employment of mechanics or laborers shall include a provision for compliance with
7 Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.
8 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under
9 Section 102 of the Act, each contractor shall be required to compute the wages of every
10 mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess
11 of the standard workweek is permissible provided that the worker is compensated at a
12 rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of
13 40 hours in the workweek. Section 107 of the Act is applicable to construction work and
14 provides that no laborer or mechanic shall be required to work in surroundings or under
15 working conditions which are unsanitary, hazardous or dangerous. These requirements
16 do not apply to the purchases of supplies or materials or articles ordinarily available on
17 the open market, or contracts for transportation or transmission of intelligence.

18 **24.5** Rights to Inventions Made Under a Contract or Agreement— Contracts or
19 agreements for the performance of experimental, developmental, or research work shall
20 provide for the rights of the Federal Government and the recipient in any resulting
21 invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit
22 Organizations and Small Business Firms Under Government Grants, Contracts and
23 Cooperative Agreements," and any implementing regulations issued by HUD.

24 **24.6** Rights to Data and Copyrights – Contractors and consultants agree to
25 comply with all applicable provisions pertaining to the use of data and copyrights
26 pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

27 **24.7** Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution
28 Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts

1 in excess of \$100,000 shall contain a provision that requires the recipient to agree to
2 comply with all applicable standards, orders or regulations issued pursuant to the Clean
3 Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended
4 (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of
5 the Environmental Protection Agency (EPA).

6 **24.8** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Contractors who apply
7 or bid for an award of \$100,000 or more shall file the required certification. Each tier
8 certifies to the tier above that it will not and has not used Federal appropriated funds to
9 pay any person or organization for influencing or attempting to influence an officer or
10 employee of any agency, a member of Congress, officer or employee of Congress, or
11 an employee of a member of Congress in connection with obtaining any Federal contract,
12 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any
13 lobbying with non-Federal funds that takes place in connection with obtaining any
14 Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

15 **24.9** Debarment and Suspension (E.O.s 12549 and 12689)—No contract shall
16 be made to parties listed on the General Services Administration's List of Parties
17 Excluded from Federal Procurement or Non-procurement Programs in accordance with
18 E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.
19 This list contains the names of parties debarred, suspended, or otherwise excluded by
20 agencies, and contractors declared ineligible under statutory or regulatory authority other
21 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall
22 provide the required certification regarding its exclusion status and that of its principal
23 employees.

24 **24.10** Drug-Free Workplace Requirements—The Drug-Free Workplace Act of
25 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a
26 prior condition of being awarded a grant, to certify that they will provide drug-free
27 workplaces. Each potential recipient shall certify that it will comply with drug-free
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1 workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part
2 24, subpart F.

3
4 **24.11 Access to Records and Records Retention:** The CONTRACTOR, and any
5 sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or
6 County officials or authorized representatives access to the work area, as well as all
7 books, documents, materials, papers, and records of the CONTRACTOR, and any sub-
8 consultants or sub-contractors, that are directly pertinent to a specific program for the
9 purpose of making audits, examinations, excerpts, and transcriptions. The
10 CONTRACTOR, and any sub-consultants or sub-contractors, further agree to maintain
11 and keep such books, documents, materials, papers, and records, on a current basis,
12 recording all transactions pertaining to this agreement in a form in accordance with
13 generally acceptable accounting principles. All such books and records shall be retained
14 for such periods of time as required by law, provided, however, notwithstanding any
15 shorter periods of retention, all books, records, and supporting detail shall be retained
16 for a period of at least four (4) years after the expiration of the term of this Agreement.

17 **24.12 Federal Employee Benefit Clause:** No member of or delegate to the
18 congress of the United States, and no Resident Commissioner shall be admitted to any
19 share or part of this agreement or to any benefit to arise from the same.

20 **24.13 Energy Efficiency:** Mandatory standards and policies relating to energy
21 efficiency which are contained in the State energy conservation plan issued in
22 compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

23
24 **25. Nonliability of County Officials and Employees** No member, official employee
25 or consultant of the COUNTY shall be personally liable to the CONTRACTOR, or any
26 successor in interest, in the event of any default or breach by the COUNTY or for any
27 amount which may become due to the CONTRACTOR or to its successor, or on any
28 obligation under the terms of this Agreement.

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26. Entire Agreement This Agreement, including any attachments or exhibits, constitutes the entire Agreement 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 Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Remainder of Page Intentionally Blank]

[Signatures on Next Page]

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this Agreement as of the dates set forth below:

3
4
5 **COUNTY:**

6 COUNTY OF RIVERSIDE, a political
7 subdivision of the State of California

5 **CONTRACTOR:**

6 VERONICA TAM AND ASSOCIATES,
7 INC., a California corporation

8 By: _____
9 Carrie Harmon,
10 Assistant Director/EDA

8 By: _____
9 Veronica Tam,
10 President and Principal

11 Dated: _____

11 Dated: _____

12
13 **APPROVED AS TO FORM:**

14 Gregory P. Priamos
15 County Counsel

16 By: Jhaila R. Brown
17 Jhaila R. Brown,
18 Deputy County Counsel

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EXHIBIT A
SCOPE OF SERVICES

This is the Scope of Services attached to that certain Professional Service Agreement for Assessment of Fair Housing ("Agreement") between VERONICA TAM AND ASSOCIATES, INC., a California corporation ("Contractor") and the County of Riverside ("County").

The CONTRACTOR shall refer to the U.S. Department of Housing and Urban Development (HUD) provided checklist and worksheet in the Affirmatively Furthering Fair Housing (AFFH) Rule Guidebook (<https://www.hudexchange.info/resource/4866/affh-rule-guidebook/>) to ensure they have completed the steps required for a complete assessment of fair housing (AFH). The CONTRACTOR shall deliver the Assessment of Fair Housing (AFH) to HUD, on behalf of COUNT, no later than July 31, 2018.

The County will:

- Provide a list of primary City/County contacts for each participating jurisdiction (collectively the "Cooperating Parties");
- Provide data and assessment of prior Analysis of Impediments;
- Assist identifying local data and local knowledge;
- Assist identifying stakeholders for and participate in community meetings;
- Assist identifying contributing factors, priorities, and goals for fair housing; and
- Review and analyze data findings, recommendations and the final report.

During the term of the Agreement, Contractor shall provide the following services to the County:

1 1. **Using HUD's AFH User Interface:** The CONTRACTOR shall use HUD's
2 AFH User Interface to upload and submit the entire AFH to HUD.

3 2. **Using the Assessment Tool to Complete the AFH:** The CONTRACTOR
4 shall use HUD's Assessment Tool to the complete AFH and shall refer to HUD's AFFH
5 Rule Guidebook as a roadmap for this work. The tool is designed to identify fair housing
6 issues, determine the factors that significantly contribute to those issues (including what
7 data to use), and develop a plan to overcome them. The AFH shall include:

- 8 • Summary of fair housing issues and capacity;
- 9 • Analysis of HUD-provided data, local data, and local knowledge;
- 10 • Assessment of fair housing issues and contributing factors; and
- 11 • Identification of fair housing priorities and goals.

12 3. **Supplementing HUD-Provided Data with Local Data and Local**
13 **Knowledge:** The CONTRACTOR shall work with the Cooperating Parties to identify and
14 supplement HUD-provided data with local data and local knowledge. This data includes,
15 but is not limited to the information obtained through the community participation
16 process. The CONTRACTOR shall develop an initial list of County of Riverside data
17 required prior to beginning an in-depth analyses.

18 4. **Analyzing Fair Housing Data:** The CONTRACTOR shall use HUD-
19 provided data to assess fair housing issues and contributing factors in order to work with
20 the Cooperating Parties to set fair housing priorities and goals for the geographic areas
21 covered by the County of Riverside, the Housing Authority of the County of Riverside
22 and the Cities of Banning, Beaumont, Blythe, Canyon Lake, Coachella, Desert Hot
23 Springs, Eastvale, Indian Wells, Jurupa Valley, Lake Elsinore, La Quinta, Murrieta,
24 Norco, San Jacinto, and Wildomar. Data shall provide benchmarks to allow for the
25 measuring of trends and changes over time.

26 5. **Analyzing HUD-Provided Maps & Tables:** HUD will provide data through
27 maps and tables that will be available in the User Interface and the AFFH Data and
28 Mapping Tool. If required by County, the CONTRACTOR shall provide additional

1 relevant maps for attachment through the AFFH User Interface. The CONTRACTOR
2 shall analyze HUD-provided maps showing racially and ethnically concentrated areas of
3 poverty, dot density maps showing the geographic dispersion of different racial and
4 ethnic groups, and thematic maps showing disparities in the location of proficient schools
5 across the jurisdiction and region. HUD maps provide census tract boundaries and the
6 borders of the jurisdiction. The CONTRACTOR shall analyze HUD-provided tables
7 including but not limited to, the percentages of various races in a jurisdiction and region,
8 the number of public housing units within a jurisdiction, and the number of residents with
9 a particular type of disability in a jurisdiction.

10 **6. Developing Maps & Gathering Local Data and Knowledge:** The
11 CONTRACTOR shall supplement HUD-provided maps with local data and knowledge.
12 Local data refers to metrics, statistics, and other quantified information that are relevant
13 to the County's geographic areas of analysis that can be found through a reasonable
14 amount of search, are readily available at little or no cost, and are necessary for the
15 completion of the AFH using the Assessment Tool. Local knowledge refers to information
16 to be provided by the Cooperating Parties that relates to the County's geographic areas
17 of analysis and is necessary for the completion of the AFH using the Assessment Tool.

18 Local data and knowledge includes information that is gathered through the
19 community participation process and by consulting local, state, or regional planning
20 departments, academics, and others with knowledge of the local areas or whose work
21 impacts on housing. The CONTRACTOR shall consult directly with assigned staff from
22 the Cooperating Parties.

23 **7. Facilitating a Community Participation Process – Consultation**
24 **Meetings:** The CONTRACTOR shall conduct consultation meeting(s) with
25 organizations, including but not limited to: local fair housing organizations(s), public and
26 private housing providers, state housing coalitions, affordable housing advocates,
27 affordable housing developers, community based organizations, tenant organizations,
28 faith-based organizations, social service agencies, philanthropic organizations, and

1 realtors. The CONTRACTOR shall submit a list of questions to the Cooperating Parties
2 for review prior to holding the consultation meetings. This list will be reviewed by the
3 Cooperating Parties and approved for use during the community participation process.
4 The CONTRACTOR shall assist the Cooperating Parties in documenting the community
5 participation process. This includes a summary of the effectiveness of outreach efforts
6 and comments received. The documentation shall include a summary of the comments,
7 views, and recommendations, received in writing, or orally at public hearings, during the
8 community participation process, including a summary of any comments, views, and
9 recommendations not accepted by the Cooperating Parties and the reasons for non-
10 acceptance. The community participation and consultation process shall include
11 organizations and other interested members of the public in the jurisdictions of each
12 Cooperating Party, and not just those of the lead entity.

13 **8. Facilitating a Community Participation Process – Public Meetings:**

14 The Cooperating Parties are required to provide opportunities for community
15 participation throughout the development of the AFH. The CONTRACTOR shall follow
16 the policies and procedures described in each Cooperating Parties' Citizen/Community
17 Participation Plan. The Citizen Participation Plan should be used in the development of
18 the AFH to obtain community feedback and address complaints. The CONTRACTOR
19 shall also consult with the County's Resident Advisory Boards or other resident
20 organizations, provide an opportunity for the submission of comments and conduct a
21 public hearing. The CONTRACTOR shall prepare and provide a presentation on the
22 Cooperating Parties' objective to affirmatively further fair housing at several community
23 meetings (to be agreed upon) and address public comments and questions. These
24 comments and questions are to be summarized and included in the AFH with a listing of
25 all public recommendations accepted or not accepted, and the reasons for the
26 acceptance or rejection of the recommendation. Local knowledge is to be obtained from
27 the public gatherings and utilized in the development of the AFH. The community
28

1 participation process shall include residents and other interested members of the public
2 in Riverside County and the jurisdictions of each Cooperating Party.

3 The CONTRACTOR shall:

- 4 • Make the HUD–provided data and any other data to be included in the
5 AFH available to residents, public agencies, and other interested
6 parties;
- 7 • Conduct several public meetings (to be agreed upon);
- 8 • Publish the proposed AFH in a manner that affords residents and other
9 the opportunity to examine its content and submit comments;
- 10 • Provide for at least one public hearing during the development of the
11 AFH; and
- 12 • Provide a period of not less than 30 calendar days to receive comments
13 from residents of the community.

14 **9. Identifying Fair Housing Contributing Factors:** The identification and
15 prioritization of contributing factors is a process intended to inform goal setting, and help
16 identify strategies, actions, and policy responses to fair housing issues. The
17 CONTRACTOR shall identify fair housing issues and contributing factors, prioritizing
18 those factors that limit or deny fair housing choice of access to opportunity, negatively
19 impact fair housing, or violate civil rights compliance. The prioritization of the
20 contributing factors shall be justified.

21 **10. Setting Fair Housing Priorities & Goals:** The CONTRACTOR shall
22 identify at least one or more goal(s) to overcome the fair housing issues for which
23 significant contributing factors have been identified. The CONTRACTOR is to guide the
24 Cooperating Parties in identifying goals and setting priorities based on findings and
25 data.

26 HUD recommends SMART goals – Specific, Measurable, Action-Oriented,
27 Realistic and Time-bound. For each goal, the CONTRACTOR shall:

- 1 • Identify one or more contributing factors that the goal is designed to
- 2 address;
- 3 • Describe how the goal relates to overcoming the identified contributing
- 4 factor(s) and related fair housing issue(s);
- 5 • Identify the metrics and milestones for determining what fair housing
- 6 results will be achieved, including the timeframes for achieving them;
- 7 and
- 8 • Identify the responsible party for each goal.

9 **11. Preparing and Conducting Public Presentation of Draft AFH Plan:** The
10 CONTRACTOR shall submit the preliminary draft AFH to the Cooperating Parties for
11 review and comments. The CONTRACTOR shall revise the AFH according to the
12 Cooperating Parties' changes, then submit drafts for the Cooperating Parties to review.
13 If required by County, the CONTRACTOR shall be required to join the Cooperating
14 Parties' staff at public hearings to present the draft AFH to the County Board of
15 Supervisors and any other elected officials from jurisdictions requesting review.

16 **12. Ensuring Content of Draft AFH Plan Complies with AFFH Rule**
17 **Guidebook:** The CONTRACTOR shall ensure the AFH complies with HUD's AFFH
18 Rule Guidebook. The Assessment Tool outlines the required prompts and questions
19 and includes instructions for the AFH and includes the following:

- 20 I. Cover Sheet
- 21 II. Executive Summary
- 22 III. Community Participation Process
- 23 IV. Assessment of Past Goals and Actions
- 24 V. Fair Housing Analysis
 - 25 a. Demographic Summary
 - 26 b. General Issues
 - 27 i. Segregation/Integration
 - 28 ii. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)

- 1 iii. Disparities in Access to Opportunity
- 2 iv. Disproportionate Housing Needs
- 3 c. Publicly Supported Housing Analysis
- 4 d. Disability and Access Analysis
- 5 e. Fair Housing Enforcement, Outreach Capacity, and Resources

6 VI. Fair Housing Goals and Priorities

7 13. **Responding to Public Comments:** The CONTRACTOR shall submit the
8 draft report to the Cooperating Parties with supporting data in electronic format. After
9 review and acceptance of the draft report by the Cooperating Parties, the report and
10 supporting data will be released to the public, providing them 30 calendar days to submit
11 their comments.

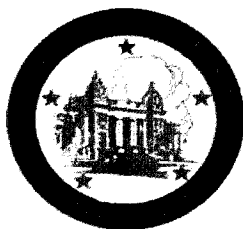
12 The CONTRACTOR shall review and address comments received through the
13 public comment period and prepare a revised AFH draft for approval by the Cooperating
14 Parties.

15 14. **Submitting Final AFH Plan:** After the approval of the AFH by the County
16 Board of Supervisors and other elected officials, the CONTRACTOR shall submit the
17 AFH using HUD's online Assessment of Fair Housing User Interface for review and
18 consideration no later than September 1, 2018.

19 15. **Revising and Resubmitting the Final AFH Plan:** The CONTRACTOR
20 shall be available for revision and resubmission of the Final AFH Plan if HUD determines
21 the AFH is inconsistent with fair housing or civil rights requirements or if the AFH is
22 substantially incomplete. The CONTRACTOR shall also provide assistance to the
23 Cooperating Parties by making the revised AFH available to the public for a 30-day
24 review and comment period. **IMPORTANT NOTE:** If HUD deems the revision
25 unacceptable, the CONTRACTOR shall repeat the revision and resubmission process
26 until HUD has agreed to the changes and accepted the revision.

27 //

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Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on

VIA EDA

Date

Initial

Notice of Exemption

To:

Office of Planning and Research

For U.S Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth St.
Sacramento, CA 95814

From:

Public

Agency: County of Riverside

Address: 5555 Arlington Avenue

Riverside, CA 92504

Contact: Kari H'Orvath, Development Specialist

Phone: (951) 343-5433

County Clerk

County of: Riverside

2724 Gateway Drive

P.O. Box 751

Address: Riverside, CA 92502-0751

Lead Agency (if different from above):

Address: _____

Contact: _____

Phone: _____

SUBJECT: Filing of Notice of Exemption in Compliance with Section 15061(b)(3) of CEQA Guidelines.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Professional Service Agreement to Conduct the Affirmatively Furthering Fair Housing Analysis

Project Location (include county): Within the County of Riverside and Fourteen Cooperating Cities within Riverside County

Project Description:

The County of Riverside intends to enter into a Professional Service Agreement with Veronica Tam and Associates, Inc. with a contract amount not to exceed \$55,900 and a ten month term, to conduct the federally required Affirmatively Furthering Fair Housing analysis for the County of Riverside and fourteen cooperating cities within the County of Riverside. Veronica Tam is a California corporation that has been providing housing and community development consulting to local jurisdictions throughout California since 2005. Recent experience includes the 2017 AFH for the City of Long Beach that has been reviewed and approved by the Los Angeles and San Francisco HUD Fair Housing and Equal Opportunity Offices, and the 2017 AFH for the City of Pomona that is in 45-day public review. Any potential significant effects of the Project have been adequately analyzed and addressed by the County of Riverside. The County of Riverside Board of Supervisors has considered the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) and finds no substantial changes to the Project or circumstances under which the Project will be undertaken have occurred necessitating further environmental documentation.

Project Sponsor:

This is to advise that the Riverside County Board of Supervisors approved the above project on

Lead agency or Responsible Agency

December 12, 2017 and has made the following determinations regarding the above described project:

(tentative date)

- 1. The Project is EXEMPT pursuant to State CEQA Guidelines Sections 15061(b)(3).

The Notice of Exemption Declaration is available to the General Public at:

County of Riverside

5555 Arlington Avenue, Riverside, CA 92504

Signature:

(Public Agency) _____

Title: John Aguilar, Deputy Director

Date: _____

Date received for filing at OPR: _____