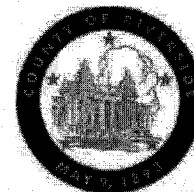


**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
14.1
(ID # 8408)**

FROM : RIVERSIDE COMMUNITY HOUSING CORP.:

MEETING DATE:
Tuesday, January 8, 2019

SUBJECT: RIVERSIDE COMMUNITY HOUSING CORP: Ratify and Approve the Emergency Solutions Grant Agreement between the Riverside Community Housing Corp. (RCHC) and the County of Riverside (County) for Fiscal Year 2017-2018, the Sponsor's Agreement for the Use of Community Development Block Grant Funds between RCHC and the County for Fiscal Years 2017-2018, and the Sponsor's Agreement for the Use of Community Development Block Grant Funds between RCHC and the County for Fiscal Years 2018-2019; All Districts; [\$743,000]; HUD Community Development Block Grant 66.4% and HUD Emergency Solutions Grant 42.7%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to California State CEQA Guidelines Sections 15061(b)(3);
2. Ratify and approve the attached Agreement for the Use of Emergency Solutions Grant (ESG) Funds between the Riverside Community Housing Corp. (RCHC) and the County of Riverside (County) for fiscal year 2017-2018 awarding RCHC \$250,000 in ESG funds to implement the ESG program within the County of Riverside during the period July 1, 2017 through June 30, 2018 (ESG Agreement);

Continued on page 2

ACTION: Policy

Robert Field, Chief Executive Officer

12/14/2018

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 8, 2019
xc: RCHC

Kecia Harper
Clerk of the Board
By
Deputy

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
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RECOMMENDED MOTION: That the Board of Directors:

3. Ratify and approve the attached Sponsor's Agreement for the Use of Community Development Block Grant (CDBG) Funds between RCHC and the County for fiscal year 2017-2018 awarding RCHC \$263,000 in CDBG funds to implement the ESG program within the County of Riverside during the period July 1, 2017 through June 30, 2018 (FY 17/18 Sponsor's Agreement);
4. Ratify and approve the attached Sponsor's Agreement for the Use of Community Development Block Grant (CDBG) Funds between RCHC and the County for fiscal year 2018-2019 awarding RCHC \$230,000 in CDBG funds to implement the ESG program within the County of Riverside during the period July 1, 2018 through June 30, 2019 (FY 18/19 Sponsor's Agreement);
5. Authorize the Chairman of the Board of Directors to execute the attached ESG Agreement, FY 17/18 Sponsor's Agreement and FY 18/19 Sponsor's Agreement (collectively Agreements); and
6. Authorize the Chief Executive Officer, or designee, to take all necessary steps to implement the Agreements, including but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval by General Counsel; and (b) negotiating, signing and implementing any amendments to the Agreements including, but not limited to, amendments that result in an increase in the award of ESG or CDBG funds to RCHC, subject to approval by General Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$513,000	\$230,000	\$743,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: U.S. Dept. of Housing and Urban Development (HUD) 66.4% CDBG and 33.6% ESG			Budget Adjustment: No	
			For Fiscal Year: 17/18 & 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Annual Award of ESG and CDBG Funds

The U.S. Department of Housing and Urban Development (HUD) administers the Emergency Solution Grants (ESG) Program and the Community Development Block Grants (CDBG) Program. CDBG program funds provide localities with financial resources to assist and undertake essential community development and housing assistance activities. ESG program funds support essential services related to emergency shelter and street outreach, including building

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

rehabilitations and conversion into emergency shelters, operation of emergency shelters, short-term and medium term rental assistance, and housing relocation and stabilization services.

The County of Riverside receives both CDBG and ESG funds from HUD and is authorized to contract with non-profit organizations for the use of such funds as permitted under applicable law. The County approved the award of the following grants to the Riverside Community Housing Corp., a California nonprofit public benefit corporation (RCHC) to administer the ESG program for the County of Riverside (i) \$250,000 in ESG program funds for Fiscal Year 2017-2018 (FY 17/18 ESG), (ii) \$263,000 in CDBG funds for Fiscal Year 2017-2018 (FY17/18 CDBG), and (iii) \$230,000 in CDBG funds for Fiscal Year 2018-2019 (FY 18/19 CDBG), for a total of \$743,000 in grant funds. (\$513,000 for FY2017/2018 and \$230,000.00 for FY 2018/2019).

RCHC plans, coordinates and monitors ESG services for eligible County of Riverside 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 award of the FY 17/18 ESG grant is memorialized in the attached Agreement for the Use of Emergency Solutions Grant Funds between RCHC and the County to implement the ESG program within the County of Riverside with a term commencing on July 1, 2017 and terminating on June 30, 2018 (ESG Agreement).

The award of the FY17/18 CDBG is memorialized in the attached Sponsor's Agreement for the Use of Community Development Block Grant Funds between RCHC and the County to implement the ESG program within the County of Riverside with a term commencing on July 1, 2017 and terminating on June 30, 2018 (FY 17/18 Sponsor's Agreement).

The award of the FY18/19 CDBG is memorialized in the attached Sponsor's Agreement for the Use of Community Development Block Grant Funds between RCHC and the County to implement the ESG program within the County of Riverside with a term commencing on July 1, 2018 and terminating on June 30, 2019 (FY 18/19 Sponsor's Agreement). The ESG Agreement, FY 17/18 Sponsor's Agreement and FY 18/19 Sponsor's Agreement are collectively referred to herein as the "Agreements."

In order to ensure that ESG program services remain available to vulnerable low income individuals and their families, ESG program costs for fiscal year 2017-18 have already been incurred and covered by alternate funding sources including unspent ESG funds from prior fiscal years and RCHC's unrestricted administrative funds. As such, ratification of the Agreements is requested. These ESG program costs were included in RCHC's approved fiscal year 2017-18 budget. RCHC will be reimbursed by the County for ESG program costs incurred by RCHC upon execution of the attached proposed Agreements.

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Staff recommends that the Board of Directors ratify and approve the attached Agreements. The attached Agreements have been approved as to form by General Counsel.

California Environmental Quality Act (CEQA) Findings

Pursuant to the California Environmental Quality Act (CEQA), the Agreements 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 Agreements providing for the grants of ESG and CDBG funds from the County to RCHC to provide tenant based rental assistance, project based rental assistance, short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance. It can be seen with certainty that there is no possibility that the project may have a significant effect on the environment, as the aforementioned subsidies and supportive assistance will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by RCHC staff with the County Clerk within 5 days of the approval of the Agreements.

Impact on Citizens and Businesses

The Agreements will have a positive impact on low-income residents of the County of Riverside because they will allow for access to additional housing services and supportive services.

SUPPLEMENTAL:

Additional Fiscal Information

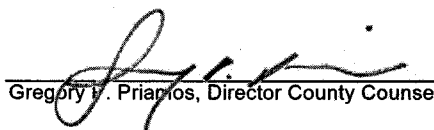
No budget adjustment is needed. All funding is derived from HUD through ESG and CDBG grants.

ATTACHMENTS:

- Agreement for the Use of Emergency Solutions Grant Funds (FY 2017-2018)
- Sponsor's Agreement for the Use of Community Development Block Grant (FY 2017-2018)
- Sponsor's Agreement for the Use of Community Development Block Grant Funds between (FY 2018-2019)


Rohini Dasika, Principal Management Analyst

1/2/2019


Gregory L. Priamos, Director County Counsel

12/14/2018

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

File: 6.177-17

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

THIS AGREEMENT for the use of Emergency Solutions Grant funds ("Agreement") is entered into on this 1st day of July, 2017, by and between, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **RIVERSIDE COMMUNITY HOUSING CORP.**, a California non-profit public benefit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as "Parties" and individually as a "Party."

W I T N E S S E T H:

WHEREAS, pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), Public Law 111-22, and Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.), as amended, hereinafter referred to as the "Acts"), COUNTY has been awarded Emergency Solutions Grant ("ESG") program funds to assist people to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness, and to address the needs of homeless people in emergency or transitional shelters;

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

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

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

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

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

1. SCOPE OF SERVICES. SUBRECIPIENT shall provide certain services for homeless persons, or persons threatened with homelessness, by utilizing the sum of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)** in ESG Program funds ("ESG Grant"),

JAN 08 2019 14.1

1 as set forth and in the manner provided in the Scope of Services attached hereto as Exhibit "A"
2 and incorporated herein by this reference. SUBRECIPIENT shall also provide homeless
3 individuals with assistance in obtaining (1) appropriate supportive services, including
4 permanent housing, physical health treatment, mental health treatment, counseling, supervision,
5 and other essential services to achieve independent living; and (2) other federal, state, local, and
6 private assistance available for such individuals. Any and all services provided hereunder shall
7 be in full conformity with the Acts and any amendments thereto and the federal regulation and
8 guidelines now or hereinafter enacted pursuant to the Acts.

9 2. TERM. The term of this Agreement shall be for a period commencing on July 1,
10 2017, and terminating on June 30, 2019, unless sooner terminated as provided in Paragraph 5
11 herein.

12 3. DISTRIBUTION OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT
13 the ESG Grant as specified in Paragraph 1 above on a reimbursable basis for all approved costs.
14 The SUBRECIPIENT shall not submit more often than monthly to the ESG Administrator of
15 COUNTY a certified statement setting forth in detail the expenditures made for which it is
16 asking reimbursement along with pertinent supporting documentation. The COUNTY shall
17 promptly review the monthly expenditure statement and reimburse the SUBRECIPIENT for the
18 approved costs in accordance with its usual accounting procedures. The COUNTY may require
19 from SUBRECIPIENT such supporting documentation as may be necessary and appropriate for
20 the COUNTY to make its determination as to allowable costs. Each disbursement of ESG Grant
21 funds shall be made within thirty (30) days after SUBRECIPIENT has submitted its statement
22 of expenditure. In accordance with California Government Code Section 926.10, the COUNTY
23 is not permitted to pay excess interest of late charges.

24 4. RECORDS AND INSPECTIONS. The SUBRECIPIENT shall maintain financial,
25 programmatic, statistical, client data, and other supporting records of its operations and financial
26 activities in accordance with 24 Code of Federal Regulations (CFR) 576.500, the *Uniform*
27 *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2
28 (CFR) Part 200), and 24 CFR Part 576.

1 Pursuant to 2 CFR Section 200.333, such records shall be open to inspection and audit by
2 the authorized representatives of the COUNTY, the U.S. Department of Housing and Urban
3 Development, and the Controller General, during regular working hours.

4 Said records shall be retained for such time as may be required by the regulations 24 CFR
5 Section 576.500 (y), but in no case shall said records be retained for a period of less than five
6 (5) years from the date that the activity or program funded with the ESG Grant is closed out by
7 the COUNTY and reported as complete in the Comprehensive Annual Performance and
8 Evaluation Report (CAPER). Exceptions to the five (5) year retention period requirements,
9 pursuant to 2 CFR 200.333 and 24 CFR Section 576.500 (y)(2) and (3) include the following:

10 i. if any litigation, claim, or audit is started prior to the expiration of the five
11 (5) year period;

12 ii. when the SUBRECIPIENT is notified in writing by the COUNTY, HUD,
13 or other Federal agency to extend the retention period;

14 iii. records for equipment or real property acquired with ESG funds must be
15 retained for five (5) years after final disposition;

16 iv. when the records are transferred by the SUBRECIPIENT to the COUNTY,
17 HUD, or other Federal agency, the five (5) year period is not applicable;

18 v. where ESG funds are used for the renovation of an emergency shelter
19 where the ESG funding exceeds seventy-five percent (75%) of the value of the building before
20 renovations, records must be retained for a period of ten (10) years from the date where ESG
21 funds are first obligated for renovation;

22 vi. where ESG funds are used to convert a building into an emergency shelter
23 where the ESG funding exceeds seventy-five percent (75%) of the value of the building before
24 conversion, records must be retained for a period of ten (10) years from the date where ESG
25 funds are first obligated for the conversion.

26 SUBRECIPIENT shall obtain an external audit in accordance with the Uniform
27 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
28 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than
every two years. Nonprofit institutions and government agencies that expend less than \$750,000

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

5 SUBRECIPIENT shall maintain a separate account for ESG funds.

6 5. TERMINATION.

7 a. SUBRECIPIENT may not terminate this Agreement except upon express
8 written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(3). Said notice shall
9 include the effective date thereof.

10 b. Notwithstanding the provisions of Paragraph 5a above, COUNTY may
11 suspend or terminate this Agreement forthwith for cause upon a ten (10) day written notice to
12 SUBRECIPIENT of the action being taken. Cause shall be established as follows:

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

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

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

24 c. This Agreement may be terminated and/or funding suspended, in whole or
25 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
26 and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on
27 the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of
28 this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any
costs related thereto, or connected with, any area of conflict from which the COUNTY has

1 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure
2 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may
3 be considered by the COUNTY in evaluating future ESG and non-ESG funding applications
4 submitted by SUBRECIPIENT.

5 d. Upon termination of this Agreement, SUBRECIPIENT agrees to return
6 any unencumbered funds which it has been provided by COUNTY. In accepting said funds,
7 COUNTY does not waive any claim or cause of action it may have against SUBRECIPIENT
8 for breach of this Agreement.

9 e. Upon termination of this Agreement, SUBRECIPIENT shall not incur any
10 obligations after the effective date of such termination, unless expressly authorized in writing
11 by COUNTY in the notice of termination.

12 6. CONDITIONS PRECEDENT. It is expressly understood and agreed by
13 SUBRECIPIENT that there will be no processing and continued funding of this Agreement
14 unless and until the following conditions have been satisfied:

15 a. Emergency Shelter Operations: SUBRECIPIENT shall, as applicable,
16 provide COUNTY with the following information for ESG Grant funded emergency shelter
17 operations:

(i). Documentation of site control;

18 (ii). Documentation from the local jurisdiction verifying the status of
19 the property;

20 (iii). Documentation of compliance with minimum standards for safety,
21 sanitation, and privacy pursuant to 24 CFR Section 576.403; and

22 (iv). Local map and site plan identifying the location of the office,
23 shelter, and other sites where ESG funded activities will occur; and

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

26 b. Rapid Re-Housing and Homelessness Prevention: SUBRECIPIENT shall,
27 pursuant to 24 CFR 576.403, comply with the minimum habitability standards for permanent
28 housing funded with the ESG Grant for rapid re-housing and homelessness prevention
activities.

1 7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall
2 determine the final disposition and distribution of all funds received by COUNTY under the
3 Acts. COUNTY, through its Economic Development Agency, shall make payments of ESG
4 funds to SUBRECIPIENT as designated in the Scope of Services attached hereto as Exhibit
5 "A." COUNTY shall monitor the expenditure of funds and activities of SUBRECIPIENT to
6 ensure compliance with applicable federal regulations and the terms of this Agreement.
7 SUBRECIPIENT shall establish and maintain a separate account for all ESG funds received
8 under this Agreement and deposit all such funds in said account.

9 All disbursements of ESG funds will be made as follows:

10 a. Payments shall be made to a SUBRECIPIENT upon written request after
11 this Agreement has been fully executed on a reimbursement basis and made within thirty (30)
12 days after the SUBRECIPIENT has submitted written notice identifying payments made and
13 requesting reimbursement. Payments shall be based on actual approved and documented
14 expenses by SUBRECIPIENT.

15 b. In no event shall COUNTY be held liable for expenses incurred by
16 SUBRECIPIENT in excess of the ESG Grant allocation as set forth in Paragraph 1, SCOPE OF
17 SERVICES, above.

18 c. Payments may be withheld if, on a determination by COUNTY in its sole
19 discretion, SUBRECIPIENT has not complied with the covenants herein contained at such
20 times and in such manner as provided in this Agreement.

21 d. No later than thirty (30) days prior to the termination of this Agreement,
22 SUBRECIPIENT shall provide COUNTY with its estimate of the amount of funds which will
23 remain unexpended upon such termination. Notwithstanding any provision contained in this
24 Paragraph 7, COUNTY shall, after a thirty (30) day written notice is given SUBRECIPIENT,
25 have the right to (1) reduce the payment of funds hereunder, (2) renegotiate the actual levels of
26 expenditures in the event SUBRECIPIENT's rate of expenditures will result in unexpended
27 funds at the expiration of this Agreement, and (3) reprogram funds associated with a project on
28 which there has been no substantial progress or activity.

 8. PERFORMANCE EVALUATION. SUBRECIPIENT shall permit COUNTY,

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

7 9. BUILDING OR FACILITY.

8 a. Any building for which ESG Grant funds are used for renovation,
9 conversion, or major rehabilitation, must meet local government safety and sanitation standards
10 and comply with the requirements of 24 CFR Section 576.403 (b).

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

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

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

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

26 c. SUBRECIPIENT shall ensure that any building or facility is utilized
27 exclusively for secular purposes and is made available to all persons regardless of religion. If
28 ESG funds are used to renovate, rehabilitate, or convert buildings owned by primarily religious
organizations or entities, SUBRECIPIENT shall comply with the provisions of 24 CFR 572.406

1 (e).

2 d. SUBRECIPIENT shall comply with the Uniform Federal Accessibility
3 Standards (24 CFR Part 40) when activities funded by the ESG Program involve major
4 rehabilitation or conversion.

5 e. SUBRECIPIENT shall, if applicable, comply with Section 3 of the
6 Housing and Urban Development Act of 1968, as amended.

7 10. MAINTENANCE AS A HOMELESS FACILITY.

8 a. SUBRECIPIENT shall maintain any building for which ESG funds are
9 used for not less than a three (3) year period, or for not less than a ten (10) year period if the
10 ESG Grant amounts are used for major rehabilitation or conversion of the building (24 CFR
11 576.102 (c)).

12 b. The three (3) or ten (10) year periods begin to run:

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

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

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

21 11. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to
22 this Agreement, an independent contractor and shall not be deemed an employee, officer, or
23 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
24 (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits
25 to which the COUNTY employees are entitled, including but not limited to overtime, any
26 retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
27 There shall be no employer-employee relationship between the Parties; and the
28 SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made
against the COUNTY based upon any contention by a third party that an employer-employee

1 relationship exists by reason of this Agreement. It is further understood and agreed by the
2 Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control
3 or direction of the COUNTY merely as to the results to be accomplished and not as to the means
4 and methods for accomplishing the results.

5 12. ASSIGNABILITY. SUBRECIPIENT shall not assign any of its rights, duties, or
6 obligations pursuant to this Agreement to any person or entity without the prior written consent
7 of COUNTY in its sole and absolute discretion, including but not limited to the ability to
8 subcontract all or a portion of its rights, duties, and obligations hereunder.

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

13 a. Workers' Compensation:

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

20 b. Commercial General Liability:

21 Commercial General Liability insurance coverage, including but not limited to,
22 premises liability, contractual liability, products and completed operations liability, personal and
23 advertising injury, and cross liability coverage, covering claims which may arise from or out of
24 SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the County of
25 Riverside as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per
26 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
27 apply separately to this agreement or be no less than two (2) times the occurrence limit.

28 c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations
under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned,

1 non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence
2 combined single limit. If such insurance contains a general aggregate limit, it shall apply
3 separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall
4 name the County of Riverside as Additional Insured.

5 d. General Insurance Provisions - All lines:

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

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

19 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
20 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
21 Insurance and certified original copies of Endorsements effecting coverage as required herein,
22 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original
23 Certified copies of policies including all Endorsements and all attachments thereto, showing such
24 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
25 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
26 to the County of Riverside prior to any material modification, cancellation, expiration or
27 reduction in coverage of such insurance. In the event of a material modification, cancellation,
28 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County
of Riverside receives, prior to such effective date, another properly executed original Certificate

1 of Insurance and original copies of endorsements or certified original policies, including all
2 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
3 required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until*
4 *the COUNTY has been furnished original Certificate (s) of Insurance and certified original*
5 *copies of endorsements and if requested, certified original policies of insurance including all*
6 *endorsements and any and all other attachments as required in this Paragraph 13. An individual*
7 *authorized by the insurance carrier to do so on its behalf shall sign the original endorsements*
8 *for each policy and the Certificate of Insurance.*

9 (iv). It is understood and agreed to by the Parties hereto that the
10 SUBRECIPIENT'S insurance shall be construed as primary insurance, and the COUNTY'S
11 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not
12 be construed as contributory.

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

20 (vi). SUBRECIPIENT shall pass down the insurance obligations contained
21 herein to all tiers of subcontractors working under this Agreement.

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

24 (viii). SUBRECIPIENT agrees to notify COUNTY of any claim by a third party
25 or any incident or event that may give rise to a claim arising from the performance of this
26 Agreement.

27 14. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall
28 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts
and Departments, their respective directors, officers, Board of Supervisors, elected and

1 appointed officials, employees, agents and representatives individually and collectively
2 hereinafter referred to as "Indemnitees" from any liability whatsoever, based or asserted upon
3 any acts or services of SUBRECIPIENT, its officers, employees, subcontractors, agents or
4 representatives arising out of or in any way relating to this Agreement, including but not limited
5 to property damage, bodily injury, or death or any other element of any kind or nature whatsoever
6 arising from the performance of SUBRECIPIENT, its officers, agents, employees,
7 subcontractors, or representatives from this Agreement. SUBRECIPIENT shall defend, at its
8 sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation,
9 defense and settlements or awards, the Indemnitees in any claim or action based upon such
10 alleged acts or omissions.

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

17 SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has
18 provided to COUNTY the appropriate form of dismissal relieving COUNTY as Indemnitees
19 from any liability for the action or claim involved.

20 The specified insurance limits required in this Agreement shall in no way limit or
21 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees
22 herein from third party claims. The hold harmless and indemnification obligation set forth herein
23 shall survive the termination and expiration of this Agreement.

24 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
25 provisions of the Acts and any applicable amendments thereto and the federal regulations and
26 guidelines now or hereafter enacted pursuant to the Acts. More particularly, SUBRECIPIENT
27 shall comply with those regulations found in 24 CFR 576 and shall comply with the Uniform
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
CFR Part 200), and 24 CFR 570.502. SUBRECIPIENT shall abide by the provisions of the
COUNTY's ESG program policies.

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

5 17. FIVE-YEAR CONSOLIDATED PLAN. SUBRECIPIENT shall cooperate and
6 assist COUNTY in implementing and undertaking the goals and strategies identified in the
7 2014-2019 Five Year Consolidated Plan, pursuant to 24 CFR Part 91, in undertaking ESG Grant
8 activities to prevent homelessness and enable homeless individuals and families to move toward
9 independent living and shall act in conformity therewith.

10 18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION,
11 AND EQUAL OPPORTUNITY. SUBRECIPIENT shall comply with all applicable federal,
12 state, and local laws, regulations, and ordinances pertinent to its operations and services to be
13 performed hereunder, and shall keep in effect any and all licenses, permits, notices and
14 certificates as are required thereby. SUBRECIPIENT shall further comply with all laws
15 applicable to wages and hours of employment, occupational safety and to fire safety, health and
16 sanitation. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall
17 adhere to and comply with the following as they may be applicable to a subrecipient of funds
18 granted pursuant to the Housing and Community Development Act of 1974, as amended:

19 a. The Homeless Emergency Assistance and Rapid Transition to Housing Act of
20 2009 (HEARTH Act), Public Law 111-22, Title IV of the McKinney-Vento Homeless
21 Assistance Act (42 U.S.C. 11371 et seq.), and the Housing and Community Development Act
22 of 1974, as amended, and the regulations issued thereto;

23 b. Uniform Administration Requirements pursuant to 24 CFR 570.502;

24 c. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal
25 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as
26 supplemented in Department of Labor Regulations (41 CFR chapter 60). The SUBRECIPIENT
27 will not discriminate against any employee or applicant for employment because of race, color,
28 religion, sex, or national origin. SUBRECIPIENT will ensure that all qualified applicants will
receive consideration for employment without regard to race, color, religion, sex or national

1 origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed
2 and the employees are treated during employment, without regard to their race color, religion,
3 sex, or national origin. Such actions shall include, but are not limited to, the following:
4 employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of
5 pay or other forms of compensation; and selection for training, including apprenticeship. The
6 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and applicants
7 for employment, notices to be provided by the County setting forth the provisions of this non-
8 discrimination clause;

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

11 e. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and
12 implementing regulations;

13 f. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and
14 implementing regulations;

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

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

20 i. Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), as
21 amended to the Equal Opportunity Act of March 24, 1972 (Pub. L. 92-261);

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

24 k. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
25 1701u);

26 l. Executive Orders 11625, 12432 and 12138. Consistent with HUD's
27 responsibilities under these Orders, the SUBRECIPIENT must make efforts to encourage the
28 use of minority and women's business enterprises in connection with ESG activities;

1 m. SUBRECIPIENT shall establish and maintain a procedure through which
2 homeless individuals will be informed that use of the facilities and services is available to all
3 on a nondiscriminatory basis.

4 n. SUBRECIPIENT agrees to abide by and include in any subcontracts to perform
5 work under this Agreement, the following clause:

6 "During the performance of this Agreement SUBRECIPIENT and its
7 subcontractors shall not unlawfully discriminate against any employee or applicant
8 for employment because of race, religion, color, national origin, ancestry, physical
9 handicap, medical condition, marital status, age (over 40) or sex.
10 SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment
11 of their employees and applicants for employment are free of such discrimination.
12 SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair
13 Employment and Housing Act (Government Code, Section 12900 et seq.). The
14 applicable regulations of the Fair Employment and Housing Commission
15 implementing Government Code, Section 12990, set forth in Chapter 5 of Division
16 4 of Title 2 of the California Administrative Code are incorporated into this
17 Agreement by reference and made a part hereof as if set forth in full.
18 SUBRECIPIENT and its subcontractors shall give written notice of their
19 obligations under this clause to labor organizations with which they have a
20 collective bargaining or other agreement."

21 o. During the term of this Agreement, SUBRECIPIENT and its subcontractors, if
22 any, shall not deny the benefits rendered hereunder to any person on the basis of religion, color,
23 ethnic group identification, sex, age, or physical or mental disability.

24 p. *Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section*
25 *3145): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by*
26 *recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-*
27 *Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations*
28 *(29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed*
in Whole or in Part by Loans or Grants from the United States") ("Anti-Kickback Act"). The

1 Anti-Kickback Act provides that each contractor or subrecipient shall be prohibited from
2 inducing, by any means, any person employed in the construction, completion, or repair of
3 public work, to give up any part of the compensation to which he is otherwise entitled. The
4 recipient shall report all suspected or reported violations to HUD.

5 q. *Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141)*: When required by
6 Federal program legislation, all construction contracts awarded by the recipients and
7 subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-
8 Bacon Act (40 U.S.C.A. Section 3148) and as supplemented by Department of Labor
9 Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering
10 Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall
11 be required to pay wages to laborers and mechanics at a rate not less than the minimum wages
12 specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors
13 shall be required to pay wages not less than once a week. The recipient shall place a copy of the
14 current prevailing wage determination issued by the U.S. Department of Labor in each
15 solicitation and the award of a contract shall be conditioned upon the acceptance of the wage
16 determination. The recipient shall report all suspected or reported violations to HUD.

17 r. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708)*: Where
18 applicable, all contracts awarded by SUBRECIPIENT in excess of \$2,000 for construction
19 contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics
20 or laborers shall include a provision for compliance with the Contract Work Hours and Safety
21 Standards (40 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29
22 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the
23 wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work
24 in excess of the standard workweek is permissible provided that the worker is compensated at
25 a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours
26 in the workweek. 40 U.S.C.A. 3704 is applicable to construction work and provides that no
27 laborer or mechanic shall be required to work in surroundings or under working conditions
28 which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases
of supplies or materials or articles ordinarily available on the open market, or contracts for

1 transportation or transmission of intelligence.

2 s. *Rights to Inventions Made Under a Contract or Agreement:* Contracts or
3 agreements for the performance of experimental, developmental, or research work shall provide
4 for the rights of the Federal Government and the recipient in any resulting invention in
5 accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and
6 Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and
7 any implementing regulations issued by HUD.

8 t. *Rights to Data and Copyrights:* Contractors and consultants agree to comply with
9 all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
10 27.4, Federal Acquisition Regulations (FAR).

11 u. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42
12 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251
13 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
14 provision that requires the recipient to agree to comply with all applicable standards, orders or
15 regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 *et seq.*) and the *Federal*
16 *Water Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall
17 be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

18 v. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification
19 set forth below shall be required in all contracts or subcontracts entered into in connection with
20 this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This
21 certification is a material representation of fact upon which reliance was placed when this
22 transaction was made or entered into. Submission of this certification is a prerequisite for
23 making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any
24 person who files to file the required certification shall be subject to a civil penalty of not less
25 than \$10,000 and no more than \$100,000 for such failure.

26 "The undersigned certifies, to the best of his or her knowledge or belief, that:

27 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to
28 any person for influencing or attempting to influence an officer or employee of any agency, a
Member of Congress, an officer or employee of Congress, or an employee of a Member of

1 Congress in connection with the awarding of any Federal contract, the making of any Federal
2 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the
3 extension, continuation, renewal, amendment, or modification of any Federal contract, grant,
4 loan, or cooperative agreement;

5 If any funds other than Federal appropriated funds have been paid or will be paid to any
6 person for influencing or attempting to influence an officer or employee of any agency, a
7 Member of Congress, an officer or employee of Congress, or an employee of a Member of
8 Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she
9 will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in
10 accordance with its instructions.”

11 w. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
12 contract shall be made to parties listed on the General Services Administration's List of Parties
13 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s
14 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list
15 contains the names of parties debarred, suspended, or otherwise excluded by agencies, and
16 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
17 Contractors with awards that exceed the small purchase threshold shall provide the required
18 certification regarding its exclusion status and that of its principal employees.

19 x. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (41
20 U.S.C. Section 8103) requires grantees (including individuals) of federal agencies, as a prior
21 condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each
22 potential recipient must certify that it will comply with drug-free workplace requirements in
23 accordance with the Act and with HUD's rules at 2 CFR Part 2424.

24 y. *Access to Records and Records Retention*: The Consultant or Contractor, and any
25 sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County
26 officials or authorized representatives access to the work area, as well as all books, documents,
27 materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-
28 contractors, that are directly pertinent to a specific program for the purpose of making audits,
examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-

1 consultants or sub-contractors, further agree to maintain and keep such books, documents,
2 materials, papers, and records, on a current basis, recording all transactions pertaining to this
3 agreement in a form in accordance with generally acceptable accounting principles. All such
4 books and records shall be retained for such periods of time as required by law, provided,
5 however, notwithstanding any shorter periods of retention, all books, records, and supporting
6 detail shall be retained for a period of at least four (4) years after the expiration of the term of
7 this Agreement.

8 z. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of
9 the United States, and no Resident Commissioner shall be admitted to any share or part of this
10 Agreement or to any benefit to arise from the same.

11 aa. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency
12 which are contained in the State energy conservation plan issued in compliance with the Energy
13 Policy and Conservation Act (Pub. L. 94 - 163, 89 Stat. 871).

14 bb. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that
15 is a state agency or agency of a political subdivision of a state and its contractors must comply
16 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C. Section 6901, et seq.),
17 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
18 include procuring only items designated in guidelines of the Environmental Protection Agency
19 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
20 consistent with maintaining a satisfactory level of competition, where the purchase price of the
21 item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
22 \$10,000; procuring solid waste management services in a manner that maximizes energy and
23 resource recovery; and establishing an affirmative procurement program for procurement of
24 recovered materials identified in the EPA guidelines.

25 19. SUBRECIPIENT MONITORING. SUBRECIPIENT shall comply with all
26 COUNTY ESG program subrecipient monitoring requirements as required by 24 CFR Part 576
27 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
28 Federal Awards (2 CFR Part 200).

1 20. AFFIRMATIVE ACTION COMPLIANCE. Each subrecipient or subcontractor
2 with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order
3 11246, as amended. SUBRECIPIENT shall insure that subcontractors, if any, falling within the
4 scope of this provision shall comply in full with the requirements thereof. The equal opportunity
5 clause contained in section 202 of Executive Order 11246, as amended, is hereby incorporated
6 into this Agreement by reference.

7 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

8 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers
9 and elected and appointed officials shall become familiar with and shall comply with the ESG
10 Conflict of Interest regulations (24 CFR Section 576.404), the Uniform Administrative
11 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
12 and the HUD regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

13 b. The SUBRECIPIENT shall maintain a written code or standards of
14 conduct that shall govern the performance of its officers, employees or agents engaged in the
15 award and administration of contracts supported by Federal funds.

16 c. No employee, officer or agent of the SUBRECIPIENT shall participate in
17 the selection, or in the award, or administration of, a contract supported by Federal funds if a
18 conflict of interest, real or apparent, would be involved.

19 d. No covered persons who exercise or have exercised any functions or
20 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate
21 in a decision-making process or gain inside information with regard to such activities, may
22 obtain a financial interest in any contract, or have a financial interest in any contract,
23 subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the
24 proceeds from the CDBG-assisted activity, either for themselves or those with whom they have
25 business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
26 For purposes of this Paragraph 21d, a "covered person" includes any person who is an
27 employee, agent, consultant, officer, or elected or appointed official of the Grantee, the
28 SUBRECIPIENT, or any designated public agency.

1 e. SUBRECIPIENT understands and agrees that no waiver or exception can
2 be granted to the prohibition against conflict of interest except upon written approval of HUD
3 pursuant to 24 CFR 576.404 and 570.611(d). Any request by SUBRECIPIENT for an exception
4 shall first be reviewed by COUNTY to determine whether such request is appropriate for
5 submission to HUD. In determining whether such request is appropriate for submission to
6 HUD, COUNTY will consider the factors listed in 24 CFR 576.404 and 570.611(e).

7 f. Prior to receiving any funding under this Agreement, SUBRECIPIENT
8 shall provide COUNTY with a list of all employees, agents, consultants, officers and elected
9 and appointed officials who are in a position to participate in a decision-making process,
10 exercise any functions or responsibilities, or gain inside information with respect to the ESG
11 activities funded under this Agreement. SUBRECIPIENT shall also promptly provide written
12 disclosure to COUNTY of any potential conflict, including even the appearance of conflict, that
13 may arise with respect to the ESG activities funded under this Agreement.

14 g. Any violation of this Paragraph 21 shall be deemed a material breach of
15 this Agreement, and the Agreement shall be immediately terminated by the COUNTY.

16 22. RELIGIOUS ACTIVITIES. Under federal regulations, ESG assistance may not
17 be used for religious activities or provided to primarily religious entities for any activities,
18 including secular activities. SUBRECIPIENT shall adhere to the restrictions set forth in 24
19 CFR 576.23, 24 CFR 5.109, and 24 CFR 570.200(j), which is attached hereto as Exhibit "R"
20 and by this reference is incorporated herein.

21 23. LOBBYING. SUBRECIPIENT certifies to the best of its knowledge and belief,
22 that:

23 a. No federally-appropriated funds have been paid or will be paid, by or on
24 behalf of the undersigned, to any person for influencing or attempting to influence an officer or
25 employee of any agency, a member of Congress, an officer or employee of Congress, or an
26 employee of a member of Congress in connection with the awarding of any federal contract, the
27 making of any federal grant, the making of any federal loan, the entering into of any cooperative
28 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
contract, grant, loan, or cooperative agreement.

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

7 c. SUBRECIPIENT shall require that the language of this certification be
8 included in the award documents for all subawards at all tiers (including subcontracts,
9 subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-
10 recipients shall certify and disclose accordingly. This certification is a material representation
11 of fact upon which reliance was placed when this transaction was made or entered into.

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

17 25. LEAD-BASED PAINT SUBRECIPIENT and all subcontractors, if any, shall
18 comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act
19 (42 U.S.C. 4821-4846) and implementing regulations issued pursuant thereto (24 CFR 35).

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

1 27. NOTICES. Any notices required or desired to be served by either party upon the
2 other shall be addressed to respective Parties as set out below or to such other addresses as from
3 time-to-time shall be designated by the respective Parties and are deemed received two days
4 after their deposit in the United States mail, postage prepaid:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
<u>Assistant County Executive Officer/EDA</u>	<u>Carrie Harmon</u>
<u>Economic Development Agency</u>	<u>Riverside Community Housing Corp.</u>
<u>P.O. Box 1180</u>	<u>5555 Arlington Avenue</u>
<u>Riverside, CA 92502</u>	<u>Riverside, CA 92503</u>

9 28. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and
10 successors in interest shall be bound by all the provisions contained in this Agreement, and all
11 of the Parties thereto shall be jointly and severally liable hereunder.

12 29. HOUSING CHOICE VOUCHER PROGRAM. SUBRECIPIENT shall
13 participate with the COUNTY in the Housing Choice Voucher Program for Homeless families
14 and adhere to all its regulations issued thereunder (24 CFR Part 982).

15 30. ASSURANCES AND WARRANTIES. SUBRECIPIENT represents and
16 warrants (1) that it has access to professional advice and support to the extent necessary to
17 enable SUBRECIPIENT to fully comply with the terms of the Agreement and to otherwise
18 carry out the Project, (2) that it is duly organized, validly existing and in good standing under
19 the laws of the State of California, (3) that it has the full power and authority to undertake the
20 Project and to execute this Agreement, (4) that the persons executing and delivering this
21 Agreement are authorized to execute and deliver such documents on behalf of SUBRECIPIENT
22 and (5) that neither SUBRECIPIENT nor any of its principals is presently debarred, suspended,
23 proposed for debarment, declared ineligible, or voluntarily excluded from participation in
24 connection with the transaction contemplated by this Agreement.

25 31. ASSISTANCE TERMINATION. SUBRECIPIENT may, in accordance with
26 42 U.S.C. 11375 (e) and 24 CFR 576.402, terminate assistance provided through the ESG
27 program to an individual or family that violate program requirements. SUBRECIPIENT shall
28 have in place COUNTY approved policies and procedures that govern the termination and
grievance process. The procedures must describe the SUBRECIPIENT's program requirements

1 and the termination process, as well as the grievance procedure that outlines participant's rights
2 to request a hearing or other recourse regarding the termination of their assistance.

3 32. HOMELESS PREVENTION ACTIVITIES. SUBRECIPIENT shall comply with
4 the requirements of 24 CFR 576.103 pertaining to the limitations on the funding of homeless
5 prevention assistance.

6 33. PARTICIPATION OF HOMELESS. SUBRECIPIENT shall, to the maximum
7 extent practicable, provide for the involvement of homeless individuals and families in the
8 policymaking, renovation, maintaining, and operating of facilities assisted under the ESG
9 program as provided by 24 CFR 576.405.

10 34. JURISDICTION AND VENUE. Any action at law or in equity arising under this
11 Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining
12 the validity of any provision of this Agreement shall be filed only in the Superior Court of the
13 State of California, located in Riverside, California, and the Parties hereto waive any provisions
14 of law providing for a change of venue to another location.

15 35. SEVERABILITY. In the event any provision in this Agreement is held by a court
16 of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
17 nevertheless continue in full force without being impaired or invalidated in anyway.

18 36. WAIVER. Any waiver by COUNTY of any breach of any one or more of the
19 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
20 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require
21 exact, full and complete compliance with any terms of this Agreement shall not be construed as
22 in any manner changing the terms or preventing COUNTY from enforcement of the terms of
23 the Agreement.

24 37. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits
25 hereto constitutes the entire Agreement of the Parties with respect to its subject matter and
26 supersedes all prior and contemporaneous representations, proposals, discussions and
27 communications, whether oral or in writing. No oral understanding or agreement not
28 incorporated herein shall be binding on any of the Parties hereto. Each of the attachments and
exhibits attached hereto is incorporated herein by this reference.

1 38. ADMINISTRATION/CONTRACT LIASON; MINISTERIAL ACTS. The
2 Assistant County Executive Officer/EDA or designee(s) are authorized to administer this
3 Agreement and take such ministerial actions as may be necessary or appropriate to implement
4 the terms, provisions, and conditions of this Agreement as it may be amended from time to time
5 by COUNTY.

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

13 40. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
14 attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that
15 they have the authority to execute this Agreement and warrant and represent that they have the
16 authority to bind the respective Parties to this Agreement and to the performance of its
17 obligations hereunder.

18 41. EFFECTIVE DATE. The effective date of this Agreement shall be July 1st, 2017.

19 42. COUNTERPARTS. This Agreement may be signed by the different Parties
20 hereto in counterparts, each of which shall be an original but all of which together shall
21 constitute one and the same Agreement.

22 43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses
23 for the ESG Grant-funded project/activity covered under the terms of this Agreement prior to
24 receiving written authorization to proceed from COUNTY.

25 44. REPROGRAMMING OF FUNDS. If COUNTY determines that substantial
26 progress toward completion of a project is not made during the term of this Agreement, the
27 entitlement funds associated with the project may be reprogrammed by COUNTY after a thirty
(30) day written notice is provided to SUBRECIPIENT.

28 45. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT.
SUBRECIPIENT agrees to, and will require any lessee or assignee to notify Riverside County

1 45. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT.
2 SUBRECIPIENT agrees to, and will require any lessee or assignee to notify Riverside County
3 Workforce Development Center of any and all job openings that are caused by this project.

4 46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the
5 source of funding pursuant to this Agreement is Emergency Solutions Grant (ESG) funds
6 (CFDA 14.231), and the Grant Award Number is: B-17-UC-06-0506.

7 47. ASSIGNMENT. The SUBRECIPIENT shall not delegate or make any assignment
8 or transfer in any form with respect to this Agreement, without prior written approval of the
9 COUNTY

10 48. MODIFICATION OF AGREEMENT. This Agreement can be modified or
11 amended only by a writing signed by the duly authorized and empowered representatives of
12 COUNTY and SUBRECIPIENT, respectively.

13 49. CONFIDENTIALITY AND VICTIMS OF DOMESTIC VIOLENCE

14 a. SUBRECIPIENT shall comply with the recordkeeping requirements of 24
15 CFR Part 576.500 including the development and implementation of written client
16 confidentiality procedures to ensure:

17 (i) All records containing personally identifying information (as
18 defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of
19 any individual or family who applies for and/or receives ESG assistance will be kept secure and
20 confidential;

21 (ii) The address or location of any domestic violence, dating violence,
22 sexual assault, or stalking shelter project assisted under the ESG will not be made public, except
23 with written authorization of the person responsible for the operation of the shelter; and

24 (iii) The address or location of any housing of a program participant will
25 not be made public, except as provided under a preexisting privacy policy of the recipient or
26 subrecipient and consistent with state and local laws regarding privacy and obligations of
27 confidentiality.

28 b. SUBRECIPIENT must implement procedures to ensure confidentiality of
records pertaining to any individual or family that is provided family violence prevention or
treatment services.

1 (i) Victim information cannot be disclosed to any third party without
2 consent of the victim.

3 (ii) To protect clients, victim services providers must enter required
4 client-level data into a database that complies with HMIS requirements, but does not share
5 information with ServicePoint directly. Victim services providers are still required to aggregate
6 data for ESG reporting purposes.

7 (iii) SUBRECIPIENT must instruct all staff that the address of a
8 domestic violence provider's shelter location will not be made public without permission of the
9 provider.

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11
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13 Remainder of Page Intentionally Blank

14 [Signatures on Following Page]
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28

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective
2 Date defined above.

3
4 **SUBRECIPIENT:**

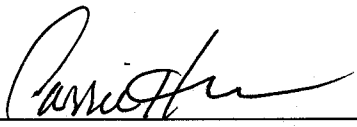
5 RIVERSIDE COMMUNITY HOUSING
6 CORP. a California nonprofit public benefit
7 corporation

8 By: 
9 Name: **KEVIN JEFFRIES**

10 Its: Chairman of the Board of Directors
11

12 **COUNTY:**

13 COUNTY OF RIVERSIDE, a political
14 subdivision of the State of California

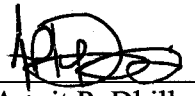
15 By: 
16 Carrie Harmon, Assistant Director

17 ATTEST:
18 KECIA HARPER ~~JHEM~~

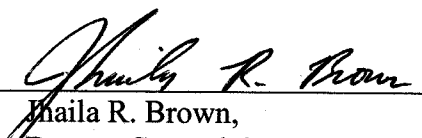
19 Clerk of the Board

20 By: 
21 Deputy

22 APPROVED AS TO FORM:
23 GREGORY P. PRIAMOS
24 COUNTY COUNSEL

25 By: 
26 Amrit P. Dhillon,
27 Deputy County Counsel

28 APPROVED AS TO FORM:
GREGORY P. PRIAMOS
GENERAL COUNSEL

By: 
Shaila R. Brown,
Deputy General Counsel

EMERGENCY SOLUTIONS GRANT EXHIBIT "A"

Sub recipient: Riverside Community Housing Corp. (RCHC)**DUNS:** 053543950**Address:** 5555 Arlington Avenue, Riverside, CA 92504**Project Title:** Riverside Community Housing Corp.**Location:** 5555 Arlington Avenue, Riverside, CA 92504

Scope of Service: Riverside Community Housing Corporation provides rapid re-housing assistance to individuals and families in Riverside County. ESG funds will be used for rapid re-housing services including rent, security deposits, case management, and staff salaries (direct cost).

Performance Measurements Outcome Statement:**Objective**

- ☒ Creating Suitable Living Environment
☐ Providing Decent Housing
☐ Creating Economic Opportunity

Outcome

- ☒ Availability/Accessibility
☐ Affordability
☐ Sustainability

Project Budget:

	MATCH	ESG APPROVED
1) Street Outreach		
2) Emergency Shelter		
3) Homelessness Prevention		
4) Rapid Re-Housing	See below	\$250,000
TOTAL		\$250,000

Sources of Local Match:

Shelter Plus Care	\$448,217

PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, Sponsor will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete Online Sponsor Training	September 2017	October 2017
Implement Program Activities	September 19, 2017	May 1, 2018
Execute Sponsor's Agreement & Notice to Incur Cost	October 2017	November 2017
Sponsor Submit Quarterly Performance Reports to County	50% of funds must be expended 100% of funds must be expended	October 15, 2017 January 15, 2018 April 15, 2018 May 1, 2019
County Sub recipient Monitoring Actions	TBD	TBD
Sponsor submit Monthly Direct Benefit Reports	September 2017	July 2018
Sponsor Submits Reimbursement Requests		
Monthly Submittal <input checked="" type="checkbox"/>	September 2017	<u>May 8, 2019</u>
Other Schedule <input type="checkbox"/>	_____	_____
CDBG Program Services Complete		June 30, 2019

SPECIAL CONDITIONS / PERFORMANCE REQUIREMENTS

Special Conditions:

Reimbursement claims must be submitted to reflect total charges for each funding component separately.

Total number to serve is **35** (Rapid Re-Housing proposed to serve **35**) and must be entered in HMIS under ESG in a timely manner. Agency data sharing is required. Breakdown will be as follows:

RAPID RE-HOUSING

Financial Assistance (moving cost, utility, security deposit)	\$53,900.00
Financial Service (Housing Search, Case Management, Legal Services, credit repair, money management)	\$128,375.00
Rental Assistance (Rent)	<u>\$67,725.00</u>
	\$250,000.00

Security Deposit: All returned Security Deposits are to be sent to Riverside County EDA P.O. Box 1180 Riverside, CA 92501.

Data Sharing: This Agreement requires multi-directional sharing relationship between multiple organizations. In order to systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

1. Change in Matching Funds

Sub-recipient will notify EDA within thirty (30) days of any change in match funding, and must acknowledge that sub-recipient is required to match dollar-for-dollar in the funding amounts for the full term of the grant period, 2017-2019.

2. Final Reimbursement

- A. Clients must be entered in HMIS in a timely manner no less than 10 days from application submission.**
- B. Client files must be kept up to date with all required client identification, verification of eligibility, client plan, and landlord/non-profit agreement, etc.**
- C. Adhere to the Priority of Service listed based on the service list to be provided by EDA.**
- D. Reimbursements must be submitted on a monthly basis with all required back-up.**
- E. Unless approved by EDA in writing, all final requests for reimbursement of authorized ESG expenditures under this 2017-2019 Emergency Solutions Grant must be submitted to EDA no later than May 8, 2019.**

EXHIBIT "R"

(Page 1 of 6)

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral

EXHIBIT "R"

(Page 2 of 6)

toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) Separation of explicitly religious activities from direct Federal financial assistance.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

EXHIBIT "R"

(Page 3 of 6)

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Beneficiary protections.

Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) Written notice. The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

EXHIBIT "R"

(Page 4 of 6)

(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) Timing of notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) Referral requirements.

(i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine

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whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) Recordkeeping.

A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to

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the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016]

SOURCE: 61 FR 5202, Feb. 9, 1996; 61 FR 9041, March 6, 1996; 61 FR 9537, March 8, 1996; 61 FR 11113, March 18, 1996; 61 FR 13616, March 27, 1996; 61 FR 54498, Oct. 18, 1996; 70 FR 77743, Dec. 30, 2005; 73 FR 72340, Nov. 28, 2008; 75 FR 66258, Oct. 27, 2010; 77 FR 5674, Feb. 3, 2012; 80 FR 42352, July 16, 2015; 81 FR 19416, April 4, 2016; 81 FR 80798, Nov. 16, 2016; 81 FR 90657, Dec. 14, 2016, unless otherwise noted.

AUTHORITY: 12 U.S.C. 1701x; 42 U.S.C. 1437a, 1437c, 1437d, 1437f, 1437n, 3535(d); Sec. 327, Pub.L. 109-115, 119 Stat. 2936; Sec. 607, Pub.L. 109-162, 119 Stat. 3051 (42 U.S.C. 14043e et seq.); E.O. 13279, 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and E.O. 13559, 75 FR 71319, 3 CFR, 2010 Comp., p. 273.; 29 U.S.C. 794, 42 U.S.C. 1437a, 1437c, 1437c-1(d), 1437d, 1437f, 1437n, 3535(d), and Sec. 327, Pub.L. 109-115, 119 Stat. 2936; 42 U.S.C. 3600-3620; 42 U.S.C. 5304(b); 42 U.S.C. 12101 et seq.; 42 U.S.C. 12704-12708; E.O. 11063, 27 FR 11527, 3 CFR, 1958-1963 Comp., p. 652; E.O. 12892, 59 FR 2939, 3 CFR, 1994 Comp., p. 849.

EXHIBIT "S"

Page 1 of 2

**Economic Opportunities for Section 3 Residents
and Section 3 Business Concerns**

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

EXHIBIT "S"

Page 2 of 2

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CLERK'S COPY

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

File Number: 0.173-17

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

This Sponsor's Agreement ("Agreement"), for the use of Community Development Block Grant funds, is made and entered into this 1st day of July, 2017, by and between, the County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **RIVERSIDE COMMUNITY HOUSING CORP. (RCHC)**, a California non-profit public benefit corporation, hereinafter referred to as "SPONSOR". COUNTY and SPONSOR are collectively referred to herein as "Parties" and individually as a "Party."

W I T N E S S E T H:

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

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

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

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

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

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

1. PURPOSE. SPONSOR promises and agrees to undertake and assist with COUNTY's community development activities by utilizing the sum of **\$263,000.00** ("CDBG Entitlement Funds"), as specifically identified in Exhibit A, which is attached hereto and incorporated herein by

JAN 08 2019 14.1

1 this reference, for the following project:

2 **0.173-17 Project Home Program**

\$263,000

3 2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective
4 Date, as defined herein, and shall continue in full force and effect until **JUNE 30, 2019**.

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

7 4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute
8 discretion, to the completion schedule for the purpose of completing SPONSOR'S projects/activities
9 which are underway and cannot be completed during the term of this Agreement. SPONSOR shall
10 request said extension in writing, stating the reasons therefore, and may be granted only by receiving
11 written approval from COUNTY. Every term, condition, covenant and requirement of this
12 Agreement shall continue in full force and effect during the period of any such extension. In the
13 event that the SPONSOR does not request an extension, or if no extension is authorized by the
14 COUNTY, this Agreement may be terminated consistent with the termination procedures as set forth
15 in Section 23 of this Agreement.

16 5. LETTER TO PROCEED. SPONSOR shall not initiate nor incur expenses for the
17 CDBG funded projects/activities covered under the terms of this Agreement prior to receiving
18 written authorization from COUNTY to proceed.

19 6. NOTICES. Each notice, request, demand, consent, approval or other
20 communication (hereinafter in this Section referred to collectively as "notices" and referred to singly
21 as a "notice") which the COUNTY or SPONSOR is required or permitted to give to the other Party
22 pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently
23 given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be
24 deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other
25 similar national overnight courier) designating early morning delivery (any notice so delivered shall
26 be deemed to have been received on the next business day following receipt by the courier); or (c)
27 sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post
28 office regularly maintained by the United States Postal Service (any notice so sent shall be deemed

to have been received two days after mailing in the United States), addressed to the respective Parties as follows:

<u>COUNTY</u>	<u>SPONSOR</u>
Assistant County Executive Officer/EDA	Carrie Harmon
Economic Development Agency	Riverside Community Housing Corp. (RCHC)
P.O. Box 1180	5555 Arlington Avenue
Riverside, CA 92502	Riverside, CA 92504

7. DISPOSITION OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the ACT consistent with the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its Economic Development Agency, shall: (1) make payments of the grant funds to SPONSOR as set forth in Exhibit A, attached hereto, and (2) monitor the CDBG-funded activities to ensure compliance with applicable federal regulations and the terms of this Agreement.

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SPONSOR the sum specified in Section 1 above on a reimbursable basis for all COUNTY-approved costs. The SPONSOR shall submit not more often than monthly to the CDBG Administrator of COUNTY, a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure statement and reimburse the SPONSOR for the approved costs in accordance with its usual accounting procedures. The COUNTY may require from SPONSOR such supporting documentation as may be necessary and appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of CDBG funds shall be made within thirty (30) days after SPONSOR has submitted, to the COUNTY, a complete and written approved statement of expenditures. In the event the United States Department of Housing and Urban Development (HUD) shall determine the purpose or any of the expenditures above described are ineligible for funding by the COUNTY, the SPONSOR shall reimburse the COUNTY the amount of the cost so disallowed. In accordance with California Government Code Section 926.10, the COUNTY is not permitted to pay excess interest of late charges.

1 9. RECORDS AND INSPECTIONS.

2 a. SPONSOR shall establish and maintain financial, programmatic, statistical, and
3 other supporting records of its operations and financial activities in accordance with the Uniform
4 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
5 Part 200) and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds
6 under this Agreement. Said records shall be retained for a period of four (4) years from the date that
7 the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as
8 complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions
9 to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include the following:

- 10 i. if any litigation, claim, or audit is started prior to the expiration of the
11 four (4) year period;
12 ii. when the SPONSOR is notified in writing by the COUNTY, HUD, or
13 other Federal agency to extend the retention period;
14 iii. records for real property and equipment acquired with CDBG funds
15 must be retained for four (4) years after final disposition;
16 iv. when the records are transferred by the SPONSOR to the COUNTY,
17 HUD, or other Federal agency, the four (4) year period is not applicable.

18 b. SPONSOR shall maintain a separate account for CDBG Entitlement Funds
19 received as set forth in Exhibit A.

20 c. SPONSOR shall obtain an external audit in accordance with the Uniform
21 Administrative Requirements , Cost Principles, and Audit Requirements for Federal Awards (2 CFR
22 Section 200.500). Audits shall usually be performed annually but not less frequently than every two
23 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in
24 federal awards are exempt from federal audit requirements, but records must be available for review
25 by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be
26 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

27 d. SPONSOR shall, during the normal business hours make available to
28 COUNTY and to HUD for examination and copying all of its records and other materials with

1 respect to matters covered by this Agreement.

2 e. SPONSOR shall not retain any program income as defined in 24 CFR 570.500.

3 f. SPONSOR shall submit to the COUNTY copies of all studies and reports
4 prepared for this project and the COUNTY shall have the right to the use and benefit of all such
5 studies and reports.

6 g. If these CDBG-funded activities meet a National Objective by serving limited
7 clientele as defined in 24 CFR 570.208(a)(2)(i), the SPONSOR shall ensure that at least fifty-one
8 percent (51%) of the persons benefiting from the CDBG funded activities are of low and moderate-
9 income and meet the program income guidelines as designated by HUD regulation. The SPONSOR
10 must provide the required direct benefit documentation in writing to the COUNTY.

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

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

18 b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
19 Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated
20 herein by this reference;

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

1 include, but are not limited to, the following: employment, up-grading, demotion, or transfer;
2 recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection
3 for training, including apprenticeship. The SPONSOR agrees to post in a conspicuous place,
4 available to employees and applicants for employment, notices to be provided by COUNTY setting
5 forth the provisions of this non-discrimination clause;

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

8 e. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
9 and implementing regulations;

10 f. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and
11 implementing regulations;

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

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

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

19 j. The flood insurance purchase requirements of Section 102(a) of the Flood
20 Disaster Protection Act of 1973 (Pub. L. 93-234);

21 k. The regulations, policies, guidelines and requirements of the Uniform
22 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
23 Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned
24 program;

25 l. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
26 regulations issued at 24 CFR Part 1;

27 m. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and

28 n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the

1 Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

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

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

6 (1) Pursuant to 24 CFR Section 570.604, the SPONSOR does not assume
7 the COUNTY'S environmental responsibilities under the National Environmental Policy Act of
8 1969 (NEPA); and

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

11 q. *Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C.A.*
12 *Section 3145)*: All contracts and subgrants in excess of \$2,000 for construction or repair awarded
13 by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-
14 Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations (29
15 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole
16 or in Part by Loans or Grants from the United States") ("Anti-Kickback Act"). The Anti-Kickback
17 Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means,
18 any person employed in the construction, completion, or repair of public work, to give up any part
19 of the compensation to which he is otherwise entitled. The recipient shall report all suspected or
20 reported violations to HUD.

21 r. *Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148)*: When
22 required by Federal program legislation, all construction contracts awarded by the recipients and
23 subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon
24 Act (40 U.S.C.A. Section 3148) and as supplemented by Department of Labor Regulations (29 CFR
25 Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and
26 Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to
27 laborers and mechanics at a rate not less than the minimum wages specified in a wage determination
28 made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not

1 less than once a week. The recipient shall place a copy of the current prevailing wage determination
2 issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be
3 conditioned upon the acceptance of the wage determination. The recipient shall report all suspected
4 or reported violations to HUD.

5 s. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708):* Where
6 applicable, all contracts awarded by SPONSOR in excess of \$2,000 for construction contracts and
7 in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall
8 include a provision for compliance with the Contract Work Hours and Safety Standards (40
9 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5).
10 Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every
11 mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the
12 standard workweek is permissible provided that the worker is compensated at a rate of not less than
13 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40
14 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be
15 required to work in surroundings or under working conditions which are unsanitary, hazardous or
16 dangerous. These requirements do not apply to the purchases of supplies or materials or articles
17 ordinarily available on the open market, or contracts for transportation or transmission of
18 intelligence.

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

25 u. *Rights to Data and Copyrights:* Contractors and consultants agree to comply
26 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
27 27.404-3, Federal Acquisition Regulations (FAR).

28 v. *Air Pollution Prevention and Control (formally known as the Clean Air Act)*

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

7 w. *Anti-Lobbying Certification* (31 U.S.C.A. 1352): The language of the
8 certification set forth below shall be required in all contracts or subcontracts entered into in
9 connection with this grant activity and all SPONSORS shall certify and disclose accordingly. This
10 certification is a material representation of fact upon which reliance was placed when this
11 transaction was made or entered into. Submission of this certification is a prerequisite for making
12 or entering into this transaction imposed by. Section 1352, Title 31, U.S. code. Any person who
13 fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and
14 no more than \$100,000 for such failure.

15 "The undersigned certifies, to the best of his or her knowledge or belief, that:

16 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to
17 any person for influencing or attempting to influence an officer or employee of any agency, a
18 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress
19 in connection with the awarding of any Federal contract, the making of any Federal grant, the
20 making of any Federal loan, the entering into of any cooperative agreement, and the extension,
21 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or
22 cooperative agreement;

23 If any funds other than Federal appropriated funds have been paid or will be paid to
24 any person for influencing or attempting to influence an officer or employee of any agency, a
25 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress
26 in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete
27 and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its
28 instructions."

1 x. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No
2 contract shall be made to parties listed on the General Services Administration's List of Parties
3 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549
4 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. This list contains the
5 names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared
6 ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards
7 that exceed the small purchase threshold shall provide the required certification regarding its
8 exclusion status and that of its principal employees.

9 y. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41
10 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a
11 prior condition of being awarded a grant, to certify that they will provide drug-free workplaces.
12 Each potential recipient must certify that it will comply with drug-free workplace requirements in
13 accordance with the Act and with HUD's rules at 2 CFR Part 2424.

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

26 aa. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
27 of the United States, and no Resident Commissioner shall be admitted to any share or part of this
28 agreement or to any benefit to arise from the same.

1 bb. *Energy Efficiency*: Mandatory standards and policies relating to energy
2 efficiency which are contained in the State energy conservation plan issued in compliance with the
3 Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,
4 et. seq., 89 Stat.871).

5 cc. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity
6 that is a state agency or agency of a political subdivision of a state and its contractors must comply
7 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
8 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
9 include procuring only items designated in guidelines of the Environmental Protection Agency
10 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
11 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
12 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
13 \$10,000; procuring solid waste management services in a manner that maximizes energy and
14 resource recovery; and establishing an affirmative procurement program for procurement of
15 recovered materials identified in the EPA guidelines.

16 11. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL. SPONSOR certifies
17 that the SPONSOR'S staff assigned to the CDBG funded activities have received, reviewed, and
18 will follow the COUNTY'S Community Development Block Grant Policy Manual, which is
19 incorporated herein by this reference and made a part hereof.

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

25 13. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
26 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501 (d), COUNTY
27 is designated as the lead agency for the projects that are the subject matter of this Agreement.

28 14. HOLD HARMLESS AND INDEMNIFICATION. SPONSOR shall indemnify and

1 hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments,
2 their respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
3 agents and representatives from any liability whatsoever, based or asserted upon any services of
4 SPONSOR, its officers, employees, subcontractors, agents or representatives arising out of or in any
5 way relating to this Agreement, including but not limited to property damage, bodily injury, or death
6 or any other element of any kind or nature whatsoever arising from the performance of SPONSOR,
7 its officers, agents, employees, subcontractors, or representatives from this Agreement. SPONSOR
8 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
9 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
10 upon such alleged acts or omissions.

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

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

19 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
20 SPONSOR'S obligations to indemnify and hold harmless the COUNTY herein from third party
21 claims. The hold harmless and indemnification obligations set forth herein shall survive the
22 termination and expiration of this Agreement.

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

27 a. Workers' Compensation:

28 If the SPONSOR has employees as defined by the State of California, the SPONSOR shall

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

5 b. Commercial General Liability:

6 Commercial General Liability insurance coverage, including but not limited to,
7 premises liability, contractual liability, products and completed operations liability, personal and
8 advertising injury, and cross liability coverage, covering claims which may arise from or out of
9 SPONSOR'S performance of its obligations hereunder. Policy shall name the County of Riverside
10 as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence
11 combined single limit. If such insurance contains a general aggregate limit, it shall apply separately
12 to this agreement or be no less than two (2) times the occurrence limit.

13 c. Vehicle Liability:

14 If vehicles or mobile equipment are used in the performance of the obligations under this
15 Agreement, then SPONSOR shall maintain liability insurance for all owned, non-owned or hired
16 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If
17 such insurance contains a general aggregate limit, it shall apply separately to this agreement or be
18 no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as
19 Additional Insured.

20 d. General Insurance Provisions - All lines:

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

26 (ii). The SPONSOR'S insurance carrier(s) must declare its insurance self-insured
27 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have
28 the prior written consent of the County Risk Manager before the commencement of operations under

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

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

24 (iv). It is understood and agreed to by the Parties hereto that the SPONSOR'S
25 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles
26 and/or self-insured retention's or self-insured programs shall not be construed as contributory.

27 (v). If, during the term of this Agreement or any extension thereof, there is a
28 material change in the Scope of Services; or, there is a material change in the equipment to be used

1 in the performance of the Scope of Services, or if the term of this Agreement, including any
2 extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of
3 insurance required under this Agreement and the monetary limits of liability for the insurance
4 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
5 amount or type of insurance carried by the SPONSOR has become inadequate.

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

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

10 (viii). SPONSOR agrees to notify COUNTY of any claim by a third party or any
11 incident or event that may give rise to a claim arising from the performance of this Agreement.

12 16. FEDERAL REQUIREMENTS. SPONSOR shall comply with the provisions of the
13 ACT and any amendments thereto and the federal regulations and guidelines now or hereafter
14 enacted pursuant to the ACT. More particularly, SPONSOR is to comply with those regulations
15 found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
16 Federal Awards (2 CFR Part 200) and 24 CFR Part 570. SPONSOR is to abide by the provisions of
17 the COUNTY's CDBG policies.

18 17. PROGRAM INCOME. SPONSOR, who is a subrecipient as defined in 24 CFR Part
19 570.500(c), shall not retain any program income as defined in 24 CFR 570.500. Any and all program
20 income shall be retained by the COUNTY.

21 18. INDEPENDENT CAPACITY. The SPONSOR is, for purposes relating to this
22 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the
23 COUNTY. It is expressly understood and agreed that the SPONSOR (including its employees,
24 agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY
25 employees are entitled, including but not limited to overtime, any retirement benefits, worker's
26 compensation benefits, and injury leave or other leave benefits. There shall be no employer-
27 employee relationship between the Parties; and the SPONSOR shall hold the COUNTY harmless
28 from any and all claims that may be made against the COUNTY based upon any contention by a

1 third party that an employer-employee relationship exists by reason of this Agreement. It is further
2 understood and agreed by the Parties that the SPONSOR in the performance of this Agreement is
3 subject to the control or direction of the COUNTY merely as to the results to be accomplished and
4 not as to the means and methods for accomplishing the results.

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

9 SPONSOR agrees to abide by and include in any subcontracts to perform work under
10 this Agreement, the following clause:

11 "During the performance of this Agreement SPONSOR and its subcontractors shall not
12 unlawfully discriminate against any employee or applicant for employment because of race,
13 religion, color, national origin, ancestry, physical disability, medical condition, marital status,
14 age (over 40) or sex. SPONSOR and subcontractors shall insure that the evaluation and
15 treatment of their employees and applicants for employment are free of such discrimination.
16 SPONSOR and subcontractors shall comply with the provisions of the Fair Employment and
17 Housing Act (California Government Code Section 12900 et seq.). The applicable regulations
18 of the Fair Employment and Housing Commission implementing California Government Code
19 Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California
20 Administrative Code are incorporated into this Agreement by reference and made a part hereof
21 as if set forth in full. SPONSOR and its subcontractors shall give written notice of their
22 obligations under this clause to labor organizations with which they have a collective
23 bargaining or other agreement."

24 20. PROHIBITION AGAINST CONFLICTS OF INTEREST.

25 a. SPONSOR and its assigns, employees, agents, consultants, officers and elected
26 and appointed officials shall become familiar with and shall comply with the Uniform
27 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
28 Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

1 b. The SPONSOR shall maintain a written code or standards of conduct that shall
2 govern the performance of its officers, employees or agents engaged in the award and administration
3 of contracts supported by Federal funds.

4 c. No employee, officer or agent of the SPONSOR shall participate in the
5 selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of
6 interest, real or apparent, would be involved.

7 d. No covered persons who exercise or have exercised any functions or
8 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a
9 decision-making process or gain inside information with regard to such activities, may obtain a
10 financial interest in any contract, or have a financial interest in any contract, subcontract, or
11 agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the
12 CDBG-assisted activity, either for themselves or those with whom they have business or immediate
13 family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section,
14 a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or
15 appointed official of the Grantee, the SPONSOR, or any designated public agency.

16 e. SPONSOR understands and agrees that no waiver or exception can be granted
17 to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24
18 CFR 570.611(d). Any request by SPONSOR for an exception shall first be reviewed by COUNTY
19 to determine whether such request is appropriate for submission to HUD. In determining whether
20 such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24
21 CFR 570.611(d)(2).

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

1 g. Any violation of this Section 20 shall be deemed a material breach of this
2 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

3 21. RELIGIOUS ACTIVITIES. Pursuant to federal regulations, CDBG assistance may
4 not be used for inherently religious activities or provided to primarily religious entities for any
5 activities including secular activities. SPONSOR shall adhere to the restrictions set forth in 24 CFR
6 570.200(j) and 24 CFR Section 5.109, which are attached hereto as Exhibit "R," and incorporated
7 herein by this reference.

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

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

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

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

27 23. TERMINATION.

28 a. SPONSOR. SPONSOR may not terminate this Agreement except upon express

1 written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

2 b. COUNTY. Notwithstanding the provisions of Section 23a, COUNTY may
3 suspend or terminate this Agreement upon written notice to SPONSOR of the action being taken
4 and the reason for such actions including but not limited to the following reasons:

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

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

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

12 c. This Agreement may be terminated and/or funding suspended, in whole or in
13 part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and
14 Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on the
15 failure of the SPONSOR to materially comply with either the terms or conditions of this Agreement.
16 Upon suspension of funding, the SPONSOR agrees not to incur any costs related thereto, or
17 connected with, any area of conflict from which the COUNTY has determined that suspension of
18 funds is necessary. SPONSOR acknowledges that failure to comply with Federal statutes,
19 regulations, or the terms and conditions of this Agreement may be considered by the COUNTY in
20 evaluating future CDBG and non-CDBG funding applications submitted by SPONSOR.

21 d. Reversion of Assets

22 1. Upon expiration of this Agreement, the SPONSOR shall transfer to the
23 COUNTY any CDBG funds, including but not limited to the CDBG Entitlement funds on hand at
24 the time of expiration of the Agreement as well as any accounts receivable held by SPONSOR which
25 are attributable to the use of CDBG funds awarded pursuant to this Agreement.

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

1 (i) Used to meet one of the National Objectives in 24 CFR Section
2 570.208 until five years after expiration of this agreement, or for such longer period of time as
3 determined to be appropriate by the COUNTY; or

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

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

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

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

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

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

26 1) Total number of direct beneficiaries (clientele served) with household
27 income:

- 28 • Above 80% MHI

- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Below 30% MHI (Extremely Low-Income)

2) Total number and percentage of all clients at, or below, 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

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

26. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). SPONSOR shall obtain COUNTY's written approval, through its Economic Development Agency, of the project plans, specifications, and construction documents prior to SPONSOR's construction of same for all projects consisting of CDBG-funded construction activities. The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to SPONSOR or to any third party to review, inspect, supervise, pass judgment upon or inform SPONSOR or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. SPONSOR and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to SPONSOR or to any third party by the COUNTY in connection with such matter is for the public purpose of assisting with a community development and housing activity pursuant to the ACT, and neither SPONSOR (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the work of construction, improvement, or development of the property.

1 It is the responsibility of SPONSOR, without cost to COUNTY, to ensure that all applicable
2 local jurisdiction land use requirements will permit development of the property and construction of
3 the improvements and the use, operation, and maintenance of such improvements in accordance with
4 the provisions of this Agreement. Nothing contained herein shall be deemed to entitle SPONSOR
5 to any local jurisdiction or County of Riverside building permit or other local jurisdiction or County
6 of Riverside approvals necessary for the development of the Property, or waive any applicable local
7 jurisdiction or County of Riverside requirements relating thereto. This Agreement does not (a) grant
8 any land use entitlement to SPONSOR, (b) supersede, nullify, or amend any condition which may
9 be imposed by the local jurisdiction in connection with approval of the development described
10 herein, (c) guarantee to SPONSOR or any other party any profits from the development of the
11 property, or (d) amend any local jurisdiction or County laws, codes or rules.

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

15 28. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH
16 CDBG FUNDS. When CDBG funds are used, in whole or in part, by SPONSOR to acquire real
17 property or to construct a public facility, SPONSOR will comply with the Uniform Administrative
18 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section
19 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California
20 Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation
21 Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. A. §4630, et
22 seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

- 23 a. Title to the real property shall vest in SPONSOR;
- 24 b. The real property will be held by SPONSOR, or the constructed facility will be
25 maintained by the SPONSOR, for a minimum period of five (5) years from the date the CDBG-
26 funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive
27 Annual Performance and Evaluation Report (CAPER);
- 28 c. While held by SPONSOR, the real property or the constructed facility is to be

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

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

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

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

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

18 29. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits
19 hereto constitutes the entire Agreement of the Parties with respect to its subject matter and
20 supersedes all prior and contemporaneous representations, proposals, discussions and
21 communications, whether oral or in writing. No oral understanding or agreement not incorporated
22 herein shall be binding on any of the Parties hereto. Each of the attachments and exhibits attached
23 hereto is incorporated herein by this reference.

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

27 31. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. SPONSOR
28 agrees to, and will require any lessee or assignee to notify Riverside County Workforce

1 Development Center of any and all job openings that are caused by this project.

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

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

10 34. SOURCE OF FUNDING. SPONSOR acknowledges that the source of funding
11 pursuant to this Agreement is a Community Development Block Grant (CFDA 14.218), and the
12 Grant Award Number is B-17-UC-06-0506

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

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

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

26 38. JURISDICTION AND VENUE. Any action at law or in equity arising under this
27 Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the
28 validity of any provision of this Agreement shall be filed only in the Superior Court of the State of

1 California, located in Riverside, CA, and the Parties hereto waive all provisions of law providing
2 for the filing, removal or change of venue to any other court or jurisdiction

3 39. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
4 attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they
5 have the authority to execute this Agreement and warrant and represent that they have the authority
6 to bind the respective Parties to this Agreement to the performance of its obligations hereunder.

7 40. EFFECTIVE DATE. The effective date of this Agreement shall be July 1st, 2017.

8 41. COUNTERPARTS. This Agreement may be signed by the different Parties hereto
9 in counterparts, each of which shall be an original but all of which together shall constitute one and
10 the same Agreement.

11 42. FORCE MAJEURE.

12 a. Performance by either Party hereunder shall not be deemed to be in default where
13 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
14 casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight
15 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe
16 weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-
17 contractor or supplier, acts of the other Party, acts or failure to act of a public or governmental
18 agency or entity, or any causes beyond the control or without the fault of the Party claiming an
19 extension of time to perform.

20 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the
21 period of the enforced delay and shall commence to run from the time of the commencement of the
22 cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30)
23 calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing,
24 none of the foregoing events shall constitute a Force Majeure Delay unless and until the Party
25 claiming such delay and interference delivers to the other Party written notice describing the event,
26 its cause, when and how such Party obtained knowledge, the date the event commenced, and the
27 estimated delay resulting therefrom. Any Party claiming a Force Majeure Delay shall deliver such
28 written notice within thirty (30) calendar days after it obtains knowledge of the event.

1 estimated delay resulting therefrom. Any Party claiming a Force Majeure Delay shall deliver such
2 written notice within thirty (30) calendar days after it obtains knowledge of the event.

3 43. BINDING ON SUCCESSORS. SPONSOR, its heirs, assigns and successors in
4 interest, shall be bound by all the provisions contained in this Agreement, and all of the Parties
5 thereto shall be jointly and severally liable hereunder.

6 44. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
7 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
8 SPONSOR, respectively.

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14 [Signatures on Following Page]
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date
2 defined above.

3
4 **SPONSOR:**

5 RIVERSIDE COMMUNITY HOUSING
6 CORP., a California nonprofit public benefit
7 corporation

8 By: 

9 Name: **KEVIN JEFFRIES**

10 Its: Chairman of the Board of Directors

11 **COUNTY:**

12 COUNTY OF RIVERSIDE, a political subdivision
13 of the State of California

14 By: 

15 Carrie Harmon, Assistant Director

16 **ATTEST:**
17 **KECIA HARPER-IHEM**

18 Clerk of the Board

19 By: 

20 Deputy

21 **APPROVED AS TO FORM:**
22 **GREGORY P. PRIAMOS**
23 **COUNTY COUNSEL**

24 By: 

25 Amrit P. Dhillon,
26 Deputy County Counsel

27 **APPROVED AS TO FORM:**
28 **GREGORY P. PRIAMOS**
GENERAL COUNSEL

By: 

Shaila R. Brown,
Deputy General Counsel

EXHIBIT A**SPONSOR'S AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)****I. GENERAL INFORMATION**

SPONSOR NAME:	Riverside Community Housing Corp.	DUNS #: 53543950
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ADDRESS:	5555 Arlington Avenue
	Riverside, CA 92504

PROGRAM CONTACTS:	Carrie Harmon, Chief Operating Officer; Tonya Torno, Senior Housing Specialist
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PHONE: (951) 351-0700; (951) 343-5421	FAX: (951) 688-6873
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E-MAIL: ttorno@rivco.org

PROJECT NAME:	Project Home Program
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PROJECT LOCATION:	5555 Arlington Avenue, Riverside, CA 92504
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LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

PROJECT FUNDING SUMMARY: **\$263,000**

II. SCOPE OF SERVICE**A. Activities**

Sponsor will be responsible for administering a **2017-2018** Community Development Block Grant for the **Project Home Program** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *Riverside Community Housing Corporation provides a Project Home Program to provide housing services to homeless families in Riverside County. Services will provide mobile outreach and navigation to stable housing for 112 households. Eligible expenses include program staff salaries (direct cost), transportation, telephone, and other related program expenses.*

EXHIBIT A**B. National Objective**

All activities funded with CDBG funds must comply with one or more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). Sponsor certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(A)

CFR Reference: Low Mod Limited Clientele Presumed

C. Levels of Accomplishment – Goals and Performance Measures

The Sponsor agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year	Total <u>Unduplicated Persons</u>
			112

Activity #1 Provide housing services to homeless families in Riverside County

Activity #2 Provide outreach and navigation services

Unit of Service is defined as: Clients Served

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one):

- ☒ Creating Suitable Living Environments
- ☐ Providing Decent Affordable Housing
- ☐ Creating Economic Opportunities

Outcome (select one):

- ☒ Availability/Accessibility
- ☐ Affordability
- ☐ Sustainability (promoting livable or viable communities)

D. Sponsor Capacity

By executing this Sponsor's Agreement, the Sponsor certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

Sponsor will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Sponsor's performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside Grantee will monitor the performance of the Sponsor against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sponsor within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

EXHIBIT A**F. Program Budget**

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$263,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)**

The County may require a more detailed budget breakdown than the one contained herein, and the Sponsor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and Sponsor.

Line Item	CDBG Grant Funds	Total Non-CDBG Funds	Total Activity/Project Budget	Notes
Total Direct Program Expenses	\$ 263,000	\$1,100,000	\$66,500	
Salaries				
Fringe				
Office Space (Program Only)				
Utilities				
Communications				
Reproduction/Printing				
Supplies and Materials				
Mileage				
Equipment (Program Only)				
Audit				
Transportation				
Other:				
Total Indirect Program Expenses	\$			
Indirect Costs (Specify)*				

EXHIBIT A**G. Total Amount of Non- CDBG Leveraging**

SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
Home Investment Partnership Act Funds 2001-5	\$1,100,000			\$1,100,000

TOTAL: \$1,100,000**III. ADMINISTRATIVE REQUIREMENTS****A. Accounting Standards**

The Sponsor agrees to comply with **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The Sponsor shall administer its program in conformance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping**1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

EXHIBIT A**2. Records Retention**

The Sponsor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sponsor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The Sponsor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sponsor's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sponsor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sponsor has control over CDBG funds, including program income.

6. Audits & Inspections

All Sponsor records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sponsor within 30 days after receipt by the Sponsor. Failure of the Sponsor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sponsor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.500).

EXHIBIT A**IV. PROJECT IMPLEMENTATION AND SCHEDULE**

Unless pre-approved by County, Sponsor will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete Online Sponsor Training	July, 2017	August, 2019
Implement Program Activities	TBD	April 30, 2019
Execute Sponsor's Agreement & Notice to Incur Cost	August, 2017	September, 2019
Sponsor Submit Quarterly Performance Reports to County		October 15, 2019 January 15, 2019 April 15, 2019
County Subrecipient Monitoring Actions	November, 2017	December, 2019
Sponsor submit Monthly Direct Benefit Reports	September, 2017	May, 2019
Sponsor Submits Reimbursement Requests		
Monthly Submittal <input type="checkbox"/>	September, 2017	<u>May 15, 2019</u>
Other Schedule	_____	_____
CDBG Program Services Complete		<u>April 30, 2019</u>

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Sponsor must collect **eligibility self-certifications** from every participant in the CDBG-funded program. At a minimum, participants must certify that they are homeless, and they must report their ethnicity. This documentation must be submitted to EDA on a monthly basis for new participants.

Please note: Monthly reimbursement request submittal is mandatory. Additionally, due to minimal funding allocated to this project, program activities are expected to be completed by April 30, 2019, with final reports and reimbursement request(s) to be submitted no later than May 15, 2019.

EXHIBIT "R"

(Page 1 of 6)

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral

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toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) Separation of explicitly religious activities from direct Federal financial assistance.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

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(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Beneficiary protections.

Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) Written notice. The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

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(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) Timing of notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) Referral requirements.

(i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine

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whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) Recordkeeping.

A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to

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the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016]

SOURCE: 61 FR 5202, Feb. 9, 1996; 61 FR 9041, March 6, 1996; 61 FR 9537, March 8, 1996; 61 FR 11113, March 18, 1996; 61 FR 13616, March 27, 1996; 61 FR 54498, Oct. 18, 1996; 70 FR 77743, Dec. 30, 2005; 73 FR 72340, Nov. 28, 2008; 75 FR 66258, Oct. 27, 2010; 77 FR 5674, Feb. 3, 2012; 80 FR 42352, July 16, 2015; 81 FR 19416, April 4, 2016; 81 FR 80798, Nov. 16, 2016; 81 FR 90657, Dec. 14, 2016, unless otherwise noted.

AUTHORITY: 12 U.S.C. 1701x; 42 U.S.C. 1437a, 1437c, 1437d, 1437f, 1437n, 3535(d); Sec. 327, Pub.L. 109-115, 119 Stat. 2936; Sec. 607, Pub.L. 109-162, 119 Stat. 3051 (42 U.S.C. 14043e et seq.); E.O. 13279, 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and E.O. 13559, 75 FR 71319, 3 CFR, 2010 Comp., p. 273.; 29 U.S.C. 794, 42 U.S.C. 1437a, 1437c, 1437c-1(d), 1437d, 1437f, 1437n, 3535(d), and Sec. 327, Pub.L. 109-115, 119 Stat. 2936; 42 U.S.C. 3600-3620; 42 U.S.C. 5304(b); 42 U.S.C. 12101 et seq.; 42 U.S.C. 12704-12708; E.O. 11063, 27 FR 11527, 3 CFR, 1958-1963 Comp., p. 652; E.O. 12892, 59 FR 2939, 3 CFR, 1994 Comp., p. 849.

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**Economic Opportunities for Section 3 Residents
and Section 3 Business Concerns**

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

File Numbers: 0.187-18 and 0.195-18

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

This Sponsor's Agreement ("Agreement"), for the use of Community Development Block Grant funds, is made and entered into this 1st day of July, 2018, by and between, the County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **RIVERSIDE COMMUNITY HOUSING CORP. (RCHC)**, a California non-profit public benefit corporation, hereinafter referred to as "SPONSOR". COUNTY and SPONSOR are collectively referred to herein as "Parties" and individually as a "Party."

W I T N E S S E T H:

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

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

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

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

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

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

1. PURPOSE. SPONSOR promises and agrees to undertake and assist with COUNTY's community development activities by utilizing the sum of **\$230,000.00**, ("CDBG Entitlement Funds"), as specifically identified in Exhibits A and B, which are attached

hereto and incorporated herein by this reference, for the following projects:

0.187-18 Project Home Homeless Program \$207,500

0.195-18 Project Home Homelessness Prevention Subsistence \$22,500

Payment Program

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined herein, and shall continue in full force and effect until **JUNE 30, 2019**.

3. COMPLETION SCHEDULE. SPONSOR shall proceed consistent with Section IV as set forth in Exhibits A and B.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing SPONSOR'S projects/activities which are underway and cannot be completed during the term of this Agreement. SPONSOR shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant and requirement of this Agreement shall continue in full force and effect during the period of any such extension. In the event that the SPONSOR does not request an extension, or if no extension is authorized by the COUNTY, this Agreement may be terminated consistent with the termination procedures as set forth in Section 23 of this Agreement.

5. LETTER TO PROCEED. SPONSOR shall not initiate nor incur expenses for the CDBG funded projects/activities covered under the terms of this Agreement prior to receiving written authorization from COUNTY to proceed.

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SPONSOR is required or permitted to give to the other Party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c)

sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective Parties as follows:

<u>COUNTY</u>	<u>SPONSOR</u>
Assistant County Executive Officer/EDA	Carrie Harmon
Economic Development Agency	Riverside Community Housing Corp. (RCHC)
P.O. Box 1180	5555 Arlington Avenue
Riverside, CA 92502	Riverside, CA 92504

7. DISPOSITION OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the ACT consistent with the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its Economic Development Agency, shall: (1) make payments of the grant funds to SPONSOR as set forth in Exhibits A and B, attached hereto, and (2) monitor the CDBG-funded activities to ensure compliance with applicable federal regulations and the terms of this Agreement.

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

1 California Government Code Section 926.10, the COUNTY is not permitted to pay excess interest
2 of late charges.

3 9. RECORDS AND INSPECTIONS.

4 a. SPONSOR shall establish and maintain financial, programmatic, statistical, and
5 other supporting records of its operations and financial activities in accordance with the Uniform
6 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
7 Part 200) and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds
8 under this Agreement. Said records shall be retained for a period of four (4) years from the date that
9 the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as
10 complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions
11 to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include the following:

12 i. if any litigation, claim, or audit is started prior to the expiration of the
13 four (4) year period;

14 ii. when the SPONSOR is notified in writing by the COUNTY, HUD, or
15 other Federal agency to extend the retention period;

16 iii. records for real property and equipment acquired with CDBG funds
17 must be retained for four (4) years after final disposition;

18 iv. when the records are transferred by the SPONSOR to the COUNTY,
19 HUD, or other Federal agency, the four (4) year period is not applicable.

20 b. SPONSOR shall maintain a separate account for CDBG Entitlement Funds
21 received as set forth in Exhibits A and B.

22 c. SPONSOR shall obtain an external audit in accordance with the Uniform
23 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
24 Section 200.500). Audits shall usually be performed annually but not less frequently than every two
25 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in
26 federal awards are exempt from federal audit requirements, but records must be available for review
27 by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be
28 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

1 d. SPONSOR shall, during the normal business hours make available to
2 COUNTY and to HUD for examination and copying all of its records and other materials with
3 respect to matters covered by this Agreement.

4 e. SPONSOR shall not retain any program income as defined in 24 CFR 570.500.

5 f. SPONSOR shall submit to the COUNTY copies of all studies and reports
6 prepared for this project and the COUNTY shall have the right to the use and benefit of all such
7 studies and reports.

8 g. If these CDBG-funded activities meet a National Objective by serving limited
9 clientele as defined in 24 CFR 570.208(a)(2)(i), the SPONSOR shall ensure that at least fifty-one
10 percent (51%) of the persons benefiting from the CDBG funded activities are of low and moderate-
11 income and meet the program income guidelines as designated by HUD regulation. The SPONSOR
12 must provide the required direct benefit documentation in writing to the COUNTY.

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

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

20 b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
21 Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated
22 herein by this reference;

23 c. Compliance with Executive Order 11246 of September 24, 1965, entitled
24 "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and
25 as supplemented in Department of Labor Regulations (41 CFR Part 60). The SPONSOR will not
26 discriminate against any employee or applicant for employment because of race, color, religion,
27 sex, or national origin. SPONSOR will ensure that all qualified applicants will receive consideration
28 for employment without regard to race, color, religion, sex or national origin. The SPONSOR will

1 take affirmative action to ensure that applicants are employed and the employees are treated during
2 employment, without regard to their race color, religion, sex, or national origin. Such actions shall
3 include, but are not limited to, the following: employment, up-grading, demotion, or transfer;
4 recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection
5 for training, including apprenticeship. The SPONSOR agrees to post in a conspicuous place,
6 available to employees and applicants for employment, notices to be provided by COUNTY setting
7 forth the provisions of this non-discrimination clause;

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

10 e. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
11 and implementing regulations;

12 f. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and
13 implementing regulations;

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

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

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

21 j. The flood insurance purchase requirements of Section 102(a) of the Flood
22 Disaster Protection Act of 1973 (Pub. L. 93-234);

23 k. The regulations, policies, guidelines and requirements of the Uniform
24 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
25 Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned
26 program;

27 l. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
28 regulations issued at 24 CFR Part 1;

- 1 m. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and
- 2 n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the
- 3 Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);
- 4 o. Uniform Administration Requirements pursuant to 24 CFR 570.502.
- 5 p. The SPONSOR shall carry out its activity pursuant to this Agreement in
- 6 compliance with all federal laws and regulations described in Subpart K of Title 24 of the Code of
- 7 Federal Regulations, except that:
- 8 (1) Pursuant to 24 CFR Section 570.604, the SPONSOR does not assume
- 9 the COUNTY'S environmental responsibilities under the National Environmental Policy Act of
- 10 1969 (NEPA); and
- 11 (2) The SPONSOR does not assume the COUNTY'S responsibility for
- 12 initiating the review process under the provisions of 24 CFR Part 52.
- 13 q. *Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C.A.*
- 14 *Section 3145):* All contracts and subgrants in excess of \$2,000 for construction or repair awarded
- 15 by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-
- 16 Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations (29
- 17 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole
- 18 or in Part by Loans or Grants from the United States") ("Anti-Kickback Act"). The Anti-Kickback
- 19 Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means,
- 20 any person employed in the construction, completion, or repair of public work, to give up any part
- 21 of the compensation to which he is otherwise entitled. The recipient shall report all suspected or
- 22 reported violations to HUD.
- 23 r. *Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148):* When
- 24 required by Federal program legislation, all construction contracts awarded by the recipients and
- 25 subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon
- 26 Act (40 U.S.C.A. Section 3148) and as supplemented by Department of Labor Regulations (29 CFR
- 27 Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and
- 28 Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to

1 laborers and mechanics at a rate not less than the minimum wages specified in a wage determination
2 made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not
3 less than once a week. The recipient shall place a copy of the current prevailing wage determination
4 issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be
5 conditioned upon the acceptance of the wage determination. The recipient shall report all suspected
6 or reported violations to HUD.

7 s. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708):* Where
8 applicable, all contracts awarded by SPONSOR in excess of \$2,000 for construction contracts and
9 in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall
10 include a provision for compliance with the Contract Work Hours and Safety Standards (40
11 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5).
12 Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every
13 mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the
14 standard workweek is permissible provided that the worker is compensated at a rate of not less than
15 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40
16 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be
17 required to work in surroundings or under working conditions which are unsanitary, hazardous or
18 dangerous. These requirements do not apply to the purchases of supplies or materials or articles
19 ordinarily available on the open market, or contracts for transportation or transmission of
20 intelligence.

21 t. *Rights to Inventions Made Under a Contract or Agreement:* Contracts or
22 agreements for the performance of experimental, developmental, or research work shall provide for
23 the rights of the Federal Government and the recipient in any resulting invention in accordance with
24 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business
25 Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing
26 regulations issued by HUD.

27 u. *Rights to Data and Copyrights:* Contractors and consultants agree to comply
28 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part