

1 27.404-3, Federal Acquisition Regulations (FAR).

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

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

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

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

25 If any funds other than Federal appropriated funds have been paid or will be paid to
26 any person for influencing or attempting to influence an officer or employee of any agency, a
27 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress
28 in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete

1 and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its
2 instructions.”

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

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

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

28 aa. *Federal Employee Benefit Clause:* No member of or delegate to the Congress

1 of the United States, and no Resident Commissioner shall be admitted to any share or part of this
2 agreement or to any benefit to arise from the same.

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

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

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

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

27 13. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
28 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501 (d), COUNTY

1 is designated as the lead agency for the projects that are the subject matter of this Agreement.

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

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

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

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

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

1 a. Workers' Compensation:

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

7 b. Commercial General Liability:

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

15 c. Vehicle Liability:

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

22 d. General Insurance Provisions - All lines:

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

28 (ii). The SPONSOR'S insurance carrier(s) must declare its insurance self-insured

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

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

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

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

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

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

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

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

20 17. PROGRAM INCOME. SPONSOR, who is a subrecipient as defined in 24 CFR Part
21 570.500(c), shall not retain any program income as defined in 24 CFR 570.500. Any and all program
22 income shall be retained by the COUNTY.

23 18. INDEPENDENT CAPACITY. The SPONSOR is, for purposes relating to this
24 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the
25 COUNTY. It is expressly understood and agreed that the SPONSOR (including its employees,
26 agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY
27 employees are entitled, including but not limited to overtime, any retirement benefits, worker's
28 compensation benefits, and injury leave or other leave benefits. There shall be no employer-

1 employee relationship between the Parties; and the SPONSOR shall hold the COUNTY harmless
2 from any and all claims that may be made against the COUNTY based upon any contention by a
3 third party that an employer-employee relationship exists by reason of this Agreement. It is further
4 understood and agreed by the Parties that the SPONSOR in the performance of this Agreement is
5 subject to the control or direction of the COUNTY merely as to the results to be accomplished and
6 not as to the means and methods for accomplishing the results.

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

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

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

26 20. PROHIBITION AGAINST CONFLICTS OF INTEREST.

27 a. SPONSOR and its assigns, employees, agents, consultants, officers and elected
28 and appointed officials shall become familiar with and shall comply with the Uniform

1 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
2 Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

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

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

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

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

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

1 appearance of conflict, that may arise with respect to the CDBG activities funded under this
2 Agreement.

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

5 21. RELIGIOUS ACTIVITIES. Pursuant to federal regulations, CDBG assistance may
6 not be used for inherently religious activities or provided to primarily religious entities for any
7 activities including secular activities. SPONSOR shall adhere to the restrictions set forth in 24 CFR
8 570.200(j) and 24 CFR Section 5.109, which are attached hereto as Exhibit "R," and incorporated
9 herein by this reference.

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

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

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

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

1 23. TERMINATION.

2 a. SPONSOR. SPONSOR may not terminate this Agreement except upon express
3 written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

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

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

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

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

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

23 d. Reversion of Assets

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

28 2. Any real property under the SPONSOR'S control that was acquired or

1 improved in whole or in part with CDBG funds (including CDBG funds provided to the SPONSOR
2 in the form of a loan) in excess of \$25,000 is either:

3 (i) Used to meet one of the National Objectives in 24 CFR Section
4 570.208 until five years after expiration of this agreement, or for such longer period of time as
5 determined to be appropriate by the COUNTY; or

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

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

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

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

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

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

28 1) Total number of direct beneficiaries (clientele served) with household

1 income:

- 2 • Above 80% MHI
 - 3 • Between 50% and 80% MHI (Low-Income)
 - 4 • Between 30% and 50% MHI (Very Low-Income)
 - 5 • Below 30% MHI (Extremely Low-Income)
- 6 2) Total number and percentage of all clients at, or below, 80% MHI
 - 7 3) Racial ethnicity of clientele
 - 8 4) Number of Female-Headed Households

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

15 26. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). SPONSOR shall
16 obtain COUNTY's written approval, through its Economic Development Agency, of the project
17 plans, specifications, and construction documents prior to SPONSOR's construction of same for all
18 projects consisting of CDBG-funded construction activities. The COUNTY neither undertakes nor
19 assumes nor will have any responsibility or duty to SPONSOR or to any third party to review,
20 inspect, supervise, pass judgment upon or inform SPONSOR or any third party of any matter in
21 connection with the development or construction of the improvements, whether regarding the
22 quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to
23 the property, any person furnishing the same, or otherwise. SPONSOR and all third parties shall rely
24 upon its or their own judgment regarding such matters, and any review, inspection, supervision,
25 exercise of judgment or information supplied to SPONSOR or to any third party by the COUNTY
26 in connection with such matter is for the public purpose of assisting with a community development
27 and housing activity pursuant to the ACT, and neither SPONSOR (except for the purposes set forth
28

1 in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be
2 responsible for any of the work of construction, improvement, or development of the property.

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

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

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

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

1 Annual Performance and Evaluation Report (CAPER);

2 c. While held by SPONSOR, the real property or the constructed facility is to be
3 used exclusively for the purposes for which acquisition or construction was originally approved by
4 COUNTY;

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

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

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

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

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

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

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

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

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

12 34. SOURCE OF FUNDING. SPONSOR acknowledges that the source of funding
13 pursuant to this Agreement is a Community Development Block Grant (CFDA 14.218), and the
14 Grant Award Number is B-18-UC-06-0506

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

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

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

28 38. JURISDICTION AND VENUE. Any action at law or in equity arising under this

1 Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the
2 validity of any provision of this Agreement shall be filed only in the Superior Court of the State of
3 California, located in Riverside, CA, and the Parties hereto waive all provisions of law providing
4 for the filing, removal or change of venue to any other court or jurisdiction

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

9 40. EFFECTIVE DATE. The effective date of this Agreement shall be July 1st, 2018

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

13 42. FORCE MAJEURE.

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

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

1 claiming such delay and interference delivers to the other Party written notice describing the event,
2 its cause, when and how such Party obtained knowledge, the date the event commenced, and the
3 estimated delay resulting therefrom. Any Party claiming a Force Majeure Delay shall deliver such
4 written notice within thirty (30) calendar days after it obtains knowledge of the event.

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

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

11
12
13
14
15 Remainder of Page Intentionally Blank

16 [Signatures on Following Page]
17
18
19
20
21
22
23
24
25
26
27
28

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

3
4 **SPONSOR:**

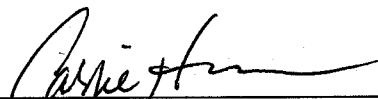
5 RIVERSIDE COMMUNITY HOUSING
6 CORP. a California nonprofit public benefit
7 corporation

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

10 Its: Chairman of the Board of Directors

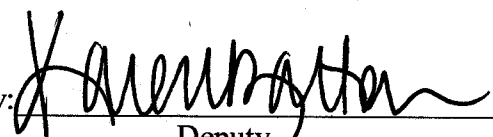
11
12 **COUNTY:**

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


15 By: 
16 Carrie Harmon, Assistant Director

17 **ATTEST:**
18 **KECIA HARPER-~~HEM~~**

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

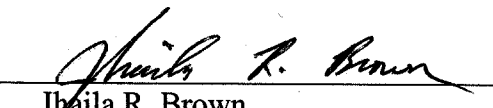
By: 
Jhaila R. Brown,
Deputy General Counsel

EXHIBIT A

**SPONSOR'S AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)**

I. GENERAL INFORMATION

SPONSOR NAME:	Riverside Community Housing Corp. (RCHC)	DUNS #: 53543950
----------------------	--	-------------------------

ADDRESS: 5555 Arlington Avenue
Riverside, CA 92504

PROGRAM CONTACTS:	Carrie Harmon, Executive Director
--------------------------	-----------------------------------

PHONE: (951) 351-0700	FAX: (951) 688-6873
------------------------------	----------------------------

E-MAIL:

PROJECT NAME:	Project Home Homeless Program
----------------------	-------------------------------

PROJECT LOCATION:	Countywide
--------------------------	------------

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

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

PROJECT FUNDING SUMMARY: **\$207,500 [2018-19 Allocation will be subject to Sponsor's performance and administration of their 2017-18 CDBG Grant]**

1 ST District	\$5,000	5 th District	\$5,000
2 nd District	\$10,000	CW	\$180,000
3 rd District	\$7,500		

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

Sponsor will be responsible for administering a **2018-2019 Community Development Block Grant for the Project Home Homeless 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 *RCHC currently administering the Project Home Program, provides housing services to homeless families in Riverside County. Services include mobile outreach and navigation to help stabilize housing for 35 households. CDBG funds will be used for program staff salaries (direct cost), training, transportation, telephone, rental and utility assistance up to 3 months, security deposit, 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 <u>per Month</u>	Total <u>Units/Year</u>	Total <u>Unduplicated Persons</u>
		35	35

Activity #1 Provide maximum 3 months housing services, utility assistance, security deposit, and other related expenses 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

EXHIBIT A

reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

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 **\$207,500**. 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 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 Granted Funds	Total Non-CDBG Funds	Total Activity/Project Budget	Notes
Total Direct Program Expenses Salaries Fringe Office Space (Program Only) Utilities Communications Reproduction/Printing Supplies and Materials Mileage Equipment (Program Only) Audit Transportation Other:	\$ 207,500	\$180,000	\$387,500	
Total Indirect Program Expenses Indirect Costs (Specify)*	\$			

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

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL	ADMIN	180,000					180,000
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: \$180,000**III. ADMINISTRATIVE REQUIREMENTS****A. Accounting Standards**

The Sponsor agrees to comply with the 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, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

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

Unless pre-approved by EDA, 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 2018	August 2018
Execute Sponsor's Agreement & Notice to Incur Cost	August 2018	September 2018
Implement Program Activities	July 1, 2018 ¹	-----
Sponsor Submits Quarterly Performance Reports to County	October 15, 2018	July 15, 2019 ²
Sponsor Submits Monthly Direct Benefit Reports	August 15, 2018	July 15, 2019 ³
Sponsor Submits Reimbursement Requests	September 15, 2018	May 15, 2019 ⁴

¹ The Notice to Incur Cost Letter will provide the specific program implementation date for this CDBG-funded activity.

^{2, 3, 4} Submittal of required documentation is determined by the specific benefit period of the CDBG-funded activity. Confirm performance requirements with CDBG Program Manager.

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Sponsor must collect Homeless Program **eligibility self-certifications** from every participant in this CDBG-funded program. At a minimum, the participant or authorized person must certify that the participant is "homeless," and they must report the participant's ethnicity. This documentation must be submitted to EDA on a monthly basis for new participants.

Please note: Monthly reimbursement request submittal is mandatory

EXHIBIT B

**SPONSOR'S AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)**

I. GENERAL INFORMATION

SPONSOR NAME:	Riverside Community Housing Corp. (RCHC)	DUNS #: 53543950
ADDRESS:	5555 Arlington Avenue	
	Riverside, CA 92504	
PROGRAM CONTACTS:	Carrie Harmon, Executive Director	
PHONE: (951) 351-0710	FAX: (951) 688-6873	
E-MAIL:		
PROJECT NAME:	Project Home Homelessness Prevention Subsistence Payment Program	
PROJECT LOCATION:	Countywide	

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

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

PROJECT FUNDING SUMMARY: **\$22,500**

1 ST District	\$10,000
3 rd District	\$7,500
5 th District	\$5,000

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

Sponsor will be responsible for administering a **2018-2019** Community Development Block Grant for the **Project Home Homelessness Prevention Subsistence Payment 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 *RCHC provides housing services to at-risk families in Riverside County. Assistance will include mobile outreach, navigation, and one-time or short-term (no more than three months) emergency payments on behalf of individuals or families countywide, for the purpose of preventing homelessness. CDBG funds will be used for assistance including utility payments to prevent cut-off of services, rent payments to prevent eviction, and other program related expenses.*

EXHIBIT B**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)(B)

CFR Reference: Low Mod Limited Clientele Income Certification

C. Levels of Accomplishment – Goals and Performance Measures

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

Activity	Units <u>per Month</u>	Total <u>Units/Year</u>	Total <u>Unduplicated Persons</u>
		4	4

Activity #1 Provide mobile outreach and navigation *services to individual and families*

Activity #2 Provide one-time or short-term (no more than three months) emergency payments on behalf of individuals or families

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 B**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 **\$22,500**. 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 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 Granted Funds	Total Non-CDBG Funds	Total Activity/Project Budget	Notes
Total Direct Program Expenses Salaries Fringe Office Space (Program Only) Utilities Communications Reproduction/Printing Supplies and Materials Mileage Equipment (Program Only) Audit Transportation Other:	\$ 22,500	\$ 775,000	\$797,500	
Total Indirect Program Expenses Indirect Costs (Specify)*	\$			

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

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL	Cal Works	775,000					\$775,000
PRIVATE							
OTHER							

TOTAL: \$775,000**III. ADMINISTRATIVE REQUIREMENTS****A. Accounting Standards**

The Sponsor agrees to comply with the 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 B**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, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

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

Unless pre-approved by EDA, 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 2018	August 2018
Execute Sponsor's Agreement & Notice to Incur Cost	August 2018	September 2018
Implement Program Activities	July 1, 2018 ¹	-----
Sponsor Submits Quarterly Performance Reports to County	October 15, 2018	July 15, 2019 ²
Sponsor Submits Monthly Direct Benefit Reports	August 15, 2018	July 15, 2019 ³
Sponsor Submits Reimbursement Requests	September 15, 2018	May 15, 2019 ⁴

¹ The Notice to Incur Cost Letter will provide the specific program implementation date for this CDBG-funded activity.

^{2, 3, 4} Submittal of required documentation is determined by the specific benefit period of the CDBG-funded activity. Confirm performance requirements with CDBG Program Manager.

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Sponsor must collect Homeless Program **eligibility self-certifications** from every participant in this CDBG-funded program. At a minimum, the participant or authorized person must certify that the participant is "homeless," and they must report the participant's ethnicity. This documentation must be submitted to EDA on a monthly basis for new participants.

Please note: Monthly reimbursement request submittal is mandatory

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

EXHIBIT "R"

(Page 5 of 6)

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

EXHIBIT "R"

(Page 6 of 6)

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).