

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



ITEM: 3.8
(ID # 12232)

MEETING DATE:
Tuesday, May 19, 2020

FROM : ECONOMIC DEVELOPMENT:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratify and Approve the Grant Agreement with Lift to Rise to hire a regional planner for the Coachella Valley without seeking competitive bids for two years; District 4, [\$150,000- 100% Economic Development]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Grant Agreement with Lift to Rise to fund a regional planner for the Coachella Valley to help facilitate the construction and development of affordable housing without seeking competitive bids for a total aggregate amount of \$150,000 for two years through February 28, 2022;
2. Authorize the Director of Economic Development, or designee, to execute the attached Grant Agreement, subject to approval by County Counsel as to form; and
3. Authorize the Director of Economic Development, or designee, to take all necessary steps to implement the Grant Agreement including, but not limited to, signing amendments that exercise the options of the Grant Agreement, including modifications to the scope of services that stay within the intent of the Grant Agreement, and signing subsequent essential and relevant documents, subject to approval by County Counsel.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: May 19, 2020
xc: ED

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$75,000	\$75,000	\$150,000	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: Economic Development			Budget Adjustment: No	
			For Fiscal Year: 2019/20	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

In 2018, the County of Riverside partnered with Lift to Rise to apply for a \$200,000 grant to the Robert Wood Johnson Foundation (RWJF) and were one of six communities nationwide to be selected for the grant. In the grant application regional goals were set out for the Coachella Valley primarily to produce 9,881 new affordable housing units and reduce rent burden by 30% over the next ten years. RWJF grant funds were used to cover County staff time dedicated for this effort. Staff from the County's Housing Authority have been actively attending training classes and regional meetings held by the Center for Community Investment (CCI) as part of the RWJF grant to help the communities awarded grant funds achieve the goals set out in their grant applications. Out of these regional meetings came the idea to hire a dedicated regional planner to work with all the Coachella Valley cities to implement across-the-board policy changes to help the County achieve goals set out for this region.

Our partner, Lift to Rise, is a local nonprofit in the area that has been involved from the very beginning in this regional effort. Providing housing stability is a primary focus for the organization and they agreed to provide matching funds to hire a regional planner.

The regional planner will be charged with coordinating a regional response to the housing crisis, promoting policies and pursuing funding opportunities that create more units of affordable housing to the Coachella Valley. The cost for the regional planner is estimated to be \$223,600 over two years and Lift to Rise is seeking \$150,000 from the County to help offset the cost for the position.

The regional planner will be responsible for advancing the goal to reduce rent burden in the Coachella Valley by 30% by 2028 by coordinating an aggressive regional response to solving the housing crisis. The regional planner will coordinate, build and support a pipeline of affordable housing projects and opportunities with local governments. This will include building support at the local government level for promoting the development of more housing units, with emphasis on the development of affordable housing units.

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

Furthermore, the regional planner will serve as a resource to local communities in order to maximize investment in the region from the State of California by educating communities on available funding opportunities, guiding them through steps to boost their competitiveness, and expanding the region's ability to further attract investment. The regional planner will also serve as liaison between local communities and the State of California to advocate for policy changes and other relevant issues confronting the region.

Overall, the regional planner will increase communication and foster collaboration between local government staff and elected officials around meeting the housing needs of the Coachella Valley; by serving as a liaison between the County of Riverside, all nine cities, the Coachella Valley Association of Governments, and Lift to Rise.

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

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County by bringing much needed affordable housing to the region and creating construction jobs as a result.

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution to this effort will be fully funded with Economic Development funding.

Attachments:

- Grant Agreement

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”), and LIFT TO RISE, a California nonprofit corporation, (“Lift to Rise”, “Grantee” or “you”), as of the Effective Date (defined below). County and Grantee are collectively referred to herein as the “parties” and individually as “party.”

Grantee: Lift to Rise
Amount: \$150,000.00
Purpose: Funding a regional planner to help facilitate the construction and development of affordable housing throughout the Coachella Valley.
Project Information: Grant Period: March 1, 2020 through February 28, 2022
Project Director: Heather Vaikona, (760) 601-5578
(heather@liftorise.org)

1. **PURPOSE AND ADMINISTRATION.** You will directly administer the project or program being supported by the grant and agree that no grant funds shall be used in any way other than as specifically set forth in this Grant Agreement, without the County’s prior written consent. You further agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by you, without express written authorization from the County.

With this funding, Lift to Rise will work to reduce the number of people who are rent-burdened in the Coachella Valley region. Through the hiring of a regional planner, Lift to Rise will work to strengthen the capacity of multisector partners to help to address the issue of lack of affordable housing in the Coachella Valley. The regional planner will work with local municipalities to modify their existing building codes and zoning documents to increase the delivery of affordable housing throughout the Coachella Valley. The regional planner will review and comment on existing and proposed funding sources, and will help local cities and developers to better compete for funding at the local, state and federal levels. No changes may be made to the nature or scope of the program or project being supported by this grant without the express written consent of the County.

You should read this document carefully; your signature on this document constitutes your acceptance of all the terms and conditions. As used herein, the term “grant” includes any income you derive from the grant.

2. **USE OF GRANT FUNDS.**

- a. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation.
- b. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
- c. No part of the grant shall be used to provide a grant to an individual for travel, study or similar purpose, without the prior written approval of the County. Payment of salaries, other compensation, or expense reimbursement to your employees within

the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

- d. No part of the grant shall be used for purposes other than legitimate public purposes as described in Section 1. If any portion of the grant is used for private purposes, you shall repay to the County that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under California law. You shall faithfully and expeditiously perform or cause to be performed all work.
- e. You promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. You shall repay to the County any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof by the expiration of the grant period or within any approved extension up to thirty (30) days. If we terminate the grant pursuant to Section 8 hereof, you shall repay within thirty (30) days all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination.

3. DISPOSITION OF FUNDS.

County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Grantee in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

3.1 The County shall pay Grantee for services performed, products provided and expenses incurred for the services defined in Section 1 PURPOSE AND ADMINISTRATION. Maximum payment by County to Grantee shall not exceed \$75,000 per fiscal year for a maximum contract amount of \$150,000, including all expenses. The County is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by County in writing.

3.2 The Grantee shall be paid only in accordance with a quarterly invoice submitted to the County by Grantee beginning after the completion of the first ninety days of the Agreement. County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Grantee only after services have been rendered or delivery of materials or products, and acceptance has been made by County.

- a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.

4. **ACCOUNTING AND AUDIT.** You shall indicate the grant separately on your books of account. You shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills, invoices, cancelled checks and receipts in your files for at least five (5) years after the expiration of the grant period. You agree to promptly furnish to the County with copies of such documents upon the County's request and to make your books and records available for inspection by any duly authorized Federal, State, or County agency, and agent(s) thereof, at reasonable times.

At our expense, we may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

5. **REPORTS.** You shall furnish financial reports to us for each budget period of the grant upon expiration, repayment (pursuant to Section 2e) or termination of the grant (pursuant to Section 8). The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. You shall furnish annual narrative reports and the final narrative report to us which shall include a report on the progress you made toward achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to us within thirty (30) days after the close of the period for which such reports are made. You shall retain all such reports in your files for at least five (5) years after the expiration of the grant period.

At our expense, we may monitor and conduct an evaluation of operations under the grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel.

6. **COPYRIGHT; COUNTY USE OF DATA; PUBLIC DATA SETS.** All copyright interest in materials produced as a result of this grant are owned by the Grantee. You grant to the County a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, expert or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

You represent and warrant that the material produced by you under this grant will be original and not infringe upon any copyright or any other right of any other person and has not previously been published.

7. **GRANTEE TAX STATUS.** You represent that you are currently either (i) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section 509(a)(3)(B)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) of Section 511(a)(2)(B). You shall immediately give written notice to us if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under

Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

8. **TERMINATION.** Either party may terminate this Agreement for any reason by giving written notice to the designated representative of the other party no less than thirty (30) calendar days before such termination date. Except as otherwise provided herein, upon termination of this Agreement, neither party shall have any obligation to the other.

It is expressly agreed that any use by you of grant proceeds for any private purpose will automatically terminate our obligation to make further payments under the grant.

At our sole option, we may terminate the grant at any time if (i) you expend funds for any non-public purpose; (ii) make any false warranty, representation, or statement with respect to this Agreement, or in obtaining or using grant funds; or (iii) in our sole judgement, you become unable to carry out the purposes of the grant, cease to be an appropriate means of accomplishing the purposes of the grant or fail to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, upon our request, you shall provide us a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

9. **LIMITATION; CHANGES; SEVERABILITY.** You acknowledge and agree that we have no obligation to provide other or additional support to you for purposes of this project or any other purposes. Any changes, additions, or deletions to the terms and conditions related to this grant funding must be made in writing only and approved by the County. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.

10. **CHANGED CIRCUMSTANCES; REGULATORY ACTION.** You shall promptly notify us in writing if there is any change in circumstances that might affect your ability to carry out the grant; you undergo a merger, division or other corporate reorganization; you become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or you receive notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.

11. **NONTRANSFERABILITY; NO JOINT VENTURE.** This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between County and you as partners, joint ventures or agent. You, your agents and employees, shall act in an independent capacity and not as our officers, employees, agents or representatives. It is expressly understood and agreed that Grantee (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, retirement benefits,

worker's compensation, and injury or other leave benefits. There shall be no employer-employee relationship between the parties; and Grantee shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

12. **AUTHORITY; COMPLIANCE WITH APPLICABLE LAW.** You represent and warrant that you have full power and authority to enter into this Agreement, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances, including licensing requirements. In the event that there is a conflict between the various laws or regulations, the more restrictive law or regulation shall apply.
13. **HOLD HARMLESS AND INDEMNIFICATION.** Grantee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Grantee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Grantee, its officers, agents, employees, subcontractors, or representatives from this Agreement. Grantee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

Grantee's obligation hereunder shall be satisfied when Grantee has provided to the County the appropriate form of dismissal relieving the County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Grantee's obligations to indemnify and hold harmless the County herein from third party claims. The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

14. **INSURANCE.** Without limiting or diminishing the Grantee's obligation to indemnify or hold the County harmless, Grantee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

- a. Workers' Compensation: If the Grantee has employees as defined by the State of California, the Grantee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Grantee's performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- c. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Grantee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.
- d. General Insurance Provisions - All lines:
 - (i). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - (ii). The Grantee's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Grantee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims

administration, and defense costs and expenses.

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

(iv). It is understood and agreed to by the parties hereto that the Grantee's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

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

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

15. **NONDISCRIMINATION.** Grantee shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Grantee understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between Grantee and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.

16. **ENTIRE AGREEMENT.** This Agreement, including any attachments or exhibits hereto, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not 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.

17. **MINISTERIAL ACTS.** The Director of the County's Economic Development Department, or designee(s), are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by the County.

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

19. **WAIVER.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist

and demand strict compliance by the other party with the terms of this Agreement thereafter.

20. **JURISDICTION AND VENUE.** Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
21. **EFFECTIVE DATE.** The Effective Date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the Effective Date.
22. **COUNTERPARTS.** This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.
23. **FORCE MAJEURE.**
 - a. If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
 - b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within three (3) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice, which may be provided electronically, within three (3) calendar days after it obtains knowledge of the event.
24. **BINDING ON SUCCESSORS.** Grantee, its heirs, assigns and successors in interest,

shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

25. **MODIFICATION OF AGREEMENT.** This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of County and Grantee, respectively.
26. **DISPUTES.** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. The parties shall equally share the cost of mediation.
27. **CONFLICT OF INTEREST.** No member, official or employee of either party, shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
28. **NOTICES.** Any and all notices sent or required to be sent under this Agreement shall be mailed to the following addresses:

COUNTY: Attention: Rob Moran
 County of Riverside
 3403 Tenth Street, Suite 300
 Riverside, CA 92501

LIFT TO RISE: Heather Vaikona, CEO
 73710 Fred Waring Drive, Suite 100
 Palm Desert, CA 92260

29. **ASSIGNMENT.** Grantee shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Grant Agreement and all of the terms and conditions above are hereby accepted and agreed to as of the date indicated.

COUNTY:

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

GRANTEE:

LIFT TO RISE, a California nonprofit corporation

By: _____
Suzanne Holland,
Director of Economic Development

By: _____
Heather Vaikona,
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos,
County Counsel

By: Synthia M. Gwzrel
for Lisa Sanchez, *Chief Deputy*
Deputy County Counsel