

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



**ITEM: 14.1  
(ID # 13421)**

**MEETING DATE:**

**FROM: RIVERSIDE COMMUNITY HOUSING CORP.:**

Tuesday, December 15, 2020

**SUBJECT: RIVERSIDE COMMUNITY HOUSING CORP (RCHC):** Ratify and Approve the Emergency Solutions Grant Agreement between the Riverside Community Housing Corp. (RCHC) and the County of Riverside (County) for Fiscal Year 2020-2021, for the Use of Coronavirus Aid Relief and Economic Security (CARES) Act Funds between RCHC and the County for Fiscal Years 2020-2021; All Districts. [\$295,000 - CARES Act Funding 100%]

**RECOMMENDED MOTION:** That the Board of Directors:

1. Ratify and approve the attached Agreement for the Use of Emergency Solutions Grant (ESG-CV) Funds between the Riverside Community Housing Corp. (RCHC) and the County of Riverside (County) on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) for fiscal year 2020-2021 awarding RCHC \$295,000 in ESG-CV funds to implement their Rapid Rehousing program within the County of Riverside during the period July 1, 2020 through June 30, 2021 (ESG-CV Agreement);
2. Authorize the Chief Executive Officer of RCHC to execute the attached ESG-CV Agreement; and

**ACTION: Policy**

  
Heidi Marshall, County of Riverside, Housing, Homelessness Prevention 11/10/2020

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: December 15, 2020  
xc: RCHC

Kecia R. Harper  
Clerk of the Board

By: 

Deputy

**SUBMITTAL TO THE RIVERSIDE COMMUNITY  
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3. Authorize the Chief Executive Officer, or designee, to take all necessary steps to implement the Agreements including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval by General Counsel; and (b) negotiating, signing and implementing any amendments to the Agreements including, but not limited to, amendments that result in an increase in the award of ESG-CV funds to RCHC, not greater than 100% of the original award, subject to approval by General Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$295,000	\$0	\$295,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% ESG-Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2020/2021</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

**Annual Award of ESG and CARES Act Funds**

The U.S. Department of Housing and Urban Development (HUD) administers the Emergency Solution Grants (ESG) Program and the Coronavirus Aid, Relief and Economic Security (CARES) Act. These ESG/CARES Act funds will provide localities with financial resources to assist and undertake essential community development and housing assistance activities. The ESG Program is designed to support essential services related to emergency shelter and street outreach, including building rehabilitations and conversion into emergency shelters, operation of emergency shelters, short-term and medium-term rental assistance, and housing relocation and stabilization services.

The County of Riverside, on behalf of its Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) receives both CARES Act and ESG funds from HUD and is authorized to contract with non-profit organizations for the use of such funds as permitted under applicable law. The County approved the award of the following grant to the Riverside Community Housing Corp., a California nonprofit public benefit corporation (RCHC) to administer the ESG program for the County of Riverside: \$295,000 in ESG-CV program funds for Fiscal Year 2020-2021.

RCHC plans, coordinates and monitors ESG services for eligible County of Riverside residents. Such services include: tenant based rental assistance; project based rental assistance; short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance.

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The award of the FY20/21 ESG-CV funds is memorialized in the attached Sponsor's Agreement for the Use of Coronavirus Aid, Relief and Economic Security (CARES) Act funds between RCHC and the County to implement the ESG program within the County of Riverside with a term commencing on July 1, 2020 and terminating on June 30, 2021 (FY 20/21 Sponsor's Agreement).

In order to ensure that ESG program services remain available to vulnerable low-income individuals and their families, ESG program costs for fiscal year 2020-21 have already been incurred and covered by alternate funding sources including unspent ESG funds from prior fiscal years and RCHC's unrestricted administrative funds. As such, ratification of the Agreement is requested. These ESG program costs were included in RCHC's approved fiscal year 2020-21 budget. RCHC will be reimbursed by the County for ESG program costs incurred by RCHC as soon as costs are incurred from July 1, 2020 through June 30, 2021.

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

**Impact on Citizens and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

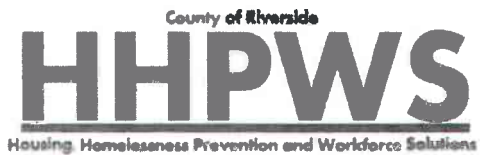
- Agreement for the Use of Emergency Solutions Grant-CV Funds (FY 2020-2021)
- Exhibit A
- Authorization Letter

  
\_\_\_\_\_  
Marcus Maltese

12/7/2020

  
\_\_\_\_\_  
Gregory F. Priamos, Director County Counsel

12/3/2020



August 26, 2020

File: 6.222-19CV

Carrie Harmon, Executive Director  
Riverside Community Housing Corporation  
5555 Arlington Avenue  
Riverside, CA 92504

**RE: AGREEMENT FOR THE USE OF ESG-CV GRANT FUNDS (CARES Act) ROUND I  
6.222-19CV - Riverside Community Housing Corporation, HP, RR, OR, \$295,000**

Dear Ms Harmon:

Enclosed please find two (2) copies of the Emergency Solutions Grant-CV (CARES Act) Agreement for the above referenced project. Upon review of the agreement, please execute all copies and return them to this office together with the following documentation:

1. Your Board's approval of the Agreement and authorization to execute (Adopted Resolution and/or Certified Minute Order);
2. Evidence of Workmen's Compensation Insurance pursuant to *Section 13 A* of the ESG-CV Agreement; and
3. Original Certificates of Insurance and certified copies of endorsements pursuant to *Section 13 D (3)* of the ESG-CV Agreement.

**Your organization's fully-executed ESG-CV Agreement and required documentation must be returned to this office no later than forty-five (45) days from the date of this letter.** In the event that the properly executed agreements and documentation are not received by the deadline date, your organization will be in jeopardy of forfeiting your 2020-2021 ESG-CV funding. The County will then consider reprogramming these funds to other ESG eligible activities. **Please Note: the County will accept electronic signatures and approval pursuant to California State law.**

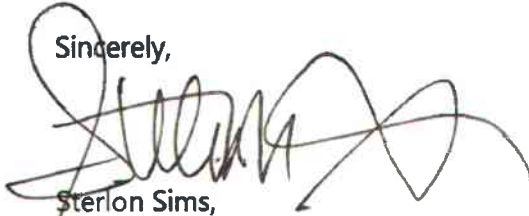
A fully-executed ESG-CV Agreement will be forwarded to you as well as the authorization to incur costs.

August 26, 2020

Please be advised that this is not a notice to proceed. The County will not reimburse your organization for any expenditures prior to the issuance of the *Authorization to Incur Costs*. Furthermore, the County will not issue the Notice to Proceed until an appropriate representative has completed the online ESG Subrecipient training. The training tutorial can be accessed at <http://www.rivcoeda.org>

Thank you for your cooperation in this matter. Should you have any questions, please call me at (951) 955-5938.

Sincerely,

A handwritten signature in black ink, appearing to read "Sterlon Sims", written over a large, stylized circular flourish.

Sterlon Sims,  
CDBG/ESG Senior Program Manager

CLERK'S COPY

to Riverside County Clerk's Office Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

File: 6.222-19CV

**AGREEMENT FOR THE USE OF  
EMERGENCY SOLUTIONS GRANT – CORONAVIRUS (ESG-CV) FUNDS  
(CARES ACT)**

THIS AGREEMENT (“Agreement”), for the use of Emergency Solutions Grant-CV (“ESG-CV”) funds entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **RIVERSIDE COMMUNITY HOUSING CORPORATION**, a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as “Parties” and individually as “Party.”

W I T N E S S E T H:

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

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law (Pub.L. 116-136). Under the CARES Act, the County was allocated \$2,212,793 of supplemental (Round I) ESG funding (“ESG-CV”) to be used for eligible activities that prevent, prepare for, and respond to the coronavirus pandemic; and

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

WHEREAS, on July 7, 2020, in Minute Order 3.11, the Board of Supervisors approved the allocation of Round I ESG-CV funding to eleven eligible ESG-CV activities; and

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

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

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

2 1. SCOPE OF SERVICES. SUBRECIPIENT shall provide certain services for  
3 homeless persons, or person threatened with homelessness, by utilizing the sum of **\$295,000**,  
4 in ESG-CV funds, as set forth and in the manner provided in the Scope of Services, attached  
5 hereto as Emergency Solutions Grant Exhibit "A" and incorporated herein by this reference.  
6 SUBRECIPIENT shall also provide homeless individuals with assistance in obtaining (1)  
7 appropriate supportive services, including permanent housing, physical health treatment, mental  
8 health treatment, counseling, supervision, and other essential services to achieve independent  
9 living; and (2) other federal, state, local, and private assistance available for such individuals.  
10 Any and all services provided hereunder shall be in full conformity with the Acts and any  
11 amendments thereto and the federal regulation and guidelines now or hereinafter enacted  
12 pursuant to the Acts.

13 2. TERM. The term of this Agreement shall be for a period commencing on July 7,  
14 2020, and terminating on June 30, 2021, unless sooner terminated as provided in Paragraph 5  
15 herein.

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

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

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

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

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

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

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

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

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

27           vi.       where ESG-CV funds are used to convert a building into an emergency  
28 shelter where the ESG-CV funding exceeds seventy-five percent (75%) of the value of the



1 building before conversion, records must be retained for a period of ten (10) years from the date  
2 where ESG-CV funds are first obligated for the conversion.

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

11 SUBRECIPIENT shall maintain a separate account for ESG-CV funds.

12 5. TERMINATION.

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

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

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

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

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

1           c.       This Agreement may be terminated and/or funding suspended, in whole or  
2 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,  
3 and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on  
4 the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of  
5 this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any  
6 costs related thereto, or connected with, any area of conflict from which the COUNTY has  
7 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure  
8 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may  
9 be considered by the COUNTY in evaluating future ESG-CV and non-ESG funding  
10 applications submitted by SUBRECIPIENT.

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

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

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

- 21           a.       Emergency Shelter Operations: SUBRECIPIENT shall, as applicable,  
22 provide COUNTY with the following information for ESG-CV funded emergency shelter  
23 operations:
- 24                   (i).     Documentation of site control;
  - 25                   (ii).    Documentation from the local jurisdiction verifying the status of  
26                   the property;
  - 27                   (iii).   Documentation of compliance with minimum standards for safety,  
28                   sanitation, and privacy pursuant to 24 CFR Section 576.403; and
  - (iv).    Local map and site plan identifying the location of the office,  
                  shelter, and other sites where ESG-CV funded activities will occur; and

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

3 b. Rapid Re-Housing and Homelessness Prevention: SUBRECIPIENT shall,  
4 pursuant to 24 CFR 576.403, comply with the minimum habitability standards for permanent  
5 housing funded with the ESG-CV grant for rapid re-housing and homelessness prevention  
6 activities.

7 7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall  
8 determine the final disposition and distribution of all funds received by COUNTY under the  
9 Acts. COUNTY, through its Department of Housing, Homelessness Prevention, and Workforce  
10 Solutions (HHPWS), shall make payments of ESG-CV funds to SUBRECIPIENT as designated  
11 in the Scope of Services attached hereto as Emergency Solutions Grant Exhibit "A." COUNTY  
12 shall monitor the expenditure of funds and activities of SUBRECIPIENT to ensure compliance  
13 with applicable federal regulations and the terms of this Agreement. SUBRECIPIENT shall  
14 establish and maintain a separate account for all ESG-CV funds received under this agreement  
15 and deposit all such funds in said account.

16 All disbursements of ESG-CV funds will be made as follows:

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

22 b. In no event shall COUNTY be held liable for expenses incurred by  
23 SUBRECIPIENT in excess of the ESG-CV grant allocation set forth in Paragraph 1, SCOPE  
24 OF SERVICES, above.

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

28 d. No later than thirty (30) days prior to the termination of this Agreement,  
SUBRECIPIENT shall provide COUNTY with its estimate of the amount of funds which will

1 remain unexpended upon such termination. Notwithstanding any provision contained in this  
2 paragraph 7, COUNTY shall, after a thirty (30) day written notice is given SUBRECIPIENT,  
3 have the right to (1) reduce the payment of funds hereunder, (2) renegotiate the actual levels of  
4 expenditures in the event SUBRECIPIENT's rate of expenditures will result in unexpended  
5 funds at the expiration of this Agreement, and (3) reprogram funds associated with a project on  
6 which there has been no substantial progress or activity.

7 8. PERFORMANCE EVALUATION. SUBRECIPIENT shall permit COUNTY,  
8 State or Federal officials to monitor, assess, or evaluate SUBRECIPIENT's performance under  
9 this Agreement on an as needed basis to be determined by the COUNTY based on monitoring  
10 and performance evaluations. Said monitoring, assessment, or evaluation to include, but are  
11 not be limited to, audits, inspections within the program area, and interviews with  
12 SUBRECIPIENT's employees, agents, independent contractors, and subcontractors providing  
13 the services under this Agreement and recipients thereof.

14 9. BUILDING OR FACILITY.

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

18 b. When ESG-CV funds are utilized to provide emergency shelter for the  
19 homeless in hotels or motels or other commercial facilities providing transient housing, the  
20 following shall be satisfied:

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

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

1 (iii) SUBRECIPIENT shall certify in writing to COUNTY that is has  
2 considered using other facilities as emergency shelters and has determined that the use of such  
3 living space in the facilities provides the most cost-effective means of providing emergency  
4 shelter for the homeless in the COUNTY.

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

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

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

15 10. MAINTENANCE AS A HOMELESS FACILITY.

16 a. SUBRECIPIENT shall maintain any building for which ESG-CV funds are  
17 used for not less than a three (3) year period, or for not less than a ten (10) year period if the  
18 ESG-CV grant amounts are used for major rehabilitation or conversion of the building (24 CFR  
19 576.102 (c)).

20 b. The three- or ten-year periods begin to run:

21 (i) On the date of initial occupancy as an emergency shelter for the  
22 homeless when the building utilized was not operated as an emergency shelter for the homeless  
23 before receiving ESG-CV funds; or

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

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

1           11.    INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to  
2 this Agreement, an independent contractor and shall not be deemed an employee, officer, or  
3 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT  
4 (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits  
5 to which the COUNTY employees are entitled, including but not limited to overtime, any  
6 retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.  
7 There shall be no employer-employee relationship between the parties; and the  
8 SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made  
9 against the COUNTY based upon any contention by a third party that an employer-employee  
10 relationship exists by reason of this Agreement. It is further understood and agreed by the  
11 Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control  
12 or direction of the COUNTY merely as to the results to be accomplished and not as to the means  
13 and methods for accomplishing the results.

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

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

22           a.    Workers' Compensation:

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

          b.    Commercial General Liability:

              Commercial General Liability insurance coverage, including but not limited to,

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

7 c. Vehicle Liability:

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

14 d. General Insurance Provisions - All lines:

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

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

28 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'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,

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

17 (iv). It is understood and agreed to by the parties hereto that the  
18 SUBRECIPIENT'S insurance shall be construed as primary insurance, and the COUNTY'S  
19 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not  
20 be construed as contributory.

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

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



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

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

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

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

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

28 The specified insurance limits required in this Agreement shall in no way limit or  
circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees  
herein from third party claims.

1 The hold harmless and indemnification obligation set forth herein shall survive the  
2 termination and expiration of this Agreement. In the event there is conflict between this clause  
3 and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil  
4 Code 2782. Such interpretation shall not relieve the SUBRECIPIENT from indemnifying the  
5 Indemnitees to the fullest extent allowed by law.

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

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

17 17. FIVE-YEAR CONSOLIDATED PLAN. SUBRECIPIENT shall cooperate and  
18 assist COUNTY in implementing and undertaking the goals and strategies identified in the  
19 2019-2024 Five Year Consolidated Plan, pursuant to 24 CFR Part 91, in undertaking ESG-CV  
20 Grant activities to prevent homelessness and enable homeless individuals and families to move  
21 toward independent living and shall act in conformity therewith.

22 18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION,  
23 AND EQUAL OPPORTUNITY. SUBRECIPIENT shall comply with all applicable federal,  
24 state, and local laws, regulations, and ordinances pertinent to its operations and services to be  
25 performed hereunder, and shall keep in effect any and all licenses, permits, notices and  
26 certificates as are required thereby. SUBRECIPIENT shall further comply with all laws  
27 applicable to wages and hours of employment, occupational safety and to fire safety, health and  
28 sanitation. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall

1 adhere to and comply with the following as they may be applicable to a subrecipient of funds  
2 granted pursuant to the Housing and Community Development Act of 1974, as amended:

3 a. The Homeless Emergency Assistance and Rapid Transition to Housing Act of  
4 2009 (HEARTH Act), Public Law 111-22, Title IV of the McKinney-Vento Homeless  
5 Assistance Act (42 U.S.C. 11371 et seq.), and the Housing and Community Development Act  
6 of 1974, as amended, and the regulations issued thereto;

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

8 c. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal  
9 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as  
10 supplemented in Department of Labor Regulations (41 CFR chapter 60). The SUBRECIPIENT  
11 will not discriminate against any employee or applicant for employment because of race, color,  
12 religion, sex, or national origin. SUBRECIPIENT will ensure that all qualified applicants will  
13 receive consideration for employment without regard to race, color, religion, sex or national  
14 origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are  
15 employed, and the employees are treated during employment, without regard to their race color,  
16 religion, sex, or national origin. Such actions shall include, but are not limited to, the following:  
17 employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of  
18 pay or other forms of compensation; and selection for training, including apprenticeship. The  
19 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and applicants  
20 for employment, notices to be provided by the County setting forth the provisions of this non-  
21 discrimination clause;

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

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

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

28

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

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

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

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

10 k. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.  
11 1701u);

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

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

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

20 "During the performance of this Agreement SUBRECIPIENT and its  
21 subcontractors shall not unlawfully discriminate against any employee or applicant  
22 for employment because of race, religion, color, national origin, ancestry, physical  
23 handicap, medical condition, marital status, age (over 40) or sex.  
24 SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment  
25 of their employees and applicants for employment are free of such discrimination.  
26 SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair  
27 Employment and Housing Act (Government Code, Section 12900 et seq.). The  
28 applicable regulations of the Fair Employment and Housing Commission  
implementing Government Code, Section 12990, set forth in Chapter 5 of Division

1 4 of Title 2 of the California Administrative Code are incorporated into this  
2 Agreement by reference and made a part hereof as if set forth in full.  
3 SUBRECIPIENT and its subcontractors shall give written notice of their  
4 obligations under this clause to labor organizations with which they have a  
5 collective bargaining or other agreement."

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

9 p. *Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section*  
10 *3145)*: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by  
11 recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-  
12 Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations  
13 (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed  
14 in Whole or in Part by Loans or Grants from the United States") ("Anti-Kickback Act"). The  
15 Anti-Kickback Act provides that each contractor or subrecipient shall be prohibited from  
16 inducing, by any means, any person employed in the construction, completion, or repair of  
17 public work, to give up any part of the compensation to which he is otherwise entitled. The  
18 recipient shall report all suspected or reported violations to HUD.

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

1 determination. The recipient shall report all suspected or reported violations to HUD.

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

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

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

25 u. *Air Pollution Prevention and Control (formally known as the Clean Air Act) (42*  
26 *U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251*  
27 *et seq.), as amended*: Contracts and subgrants of amounts in excess of \$100,000 shall contain a  
28 provision that requires the recipient to agree to comply with all applicable standards, orders or  
regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 et seq.) and the *Federal*

1 *Water Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall  
2 be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

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

11 “The undersigned certifies, to the best of his or her knowledge or belief, that:

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

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

25 w. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No  
26 contract shall be made to parties listed on the General Services Administration's List of Parties  
27 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s  
28 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list  
contains the names of parties debarred, suspended, or otherwise excluded by agencies, and

1 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.  
2 Contractors with awards that exceed the small purchase threshold shall provide the required  
3 certification regarding its exclusion status and that of its principal employees.

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

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

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

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

28 bb. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that  
is a state agency or agency of a political subdivision of a state and its contractors must comply



1 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C. Section 6901, et seq.),  
2 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
3 include procuring only items designated in guidelines of the Environmental Protection Agency  
4 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,  
5 consistent with maintaining a satisfactory level of competition, where the purchase price of the  
6 item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded  
7 \$10,000; procuring solid waste management services in a manner that maximizes energy and  
8 resource recovery; and establishing an affirmative procurement program for procurement of  
9 recovered materials identified in the EPA guidelines.

10 19. SUBRECIPIENT MONITORING. SUBRECIPIENT shall comply with all  
11 COUNTY ESG-CV program subrecipient monitoring requirements as required by 24 CFR Part  
12 576, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
13 Federal Awards (2 CFR Part 200).

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

20 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

26 b. The Subrecipient shall maintain a written code or standards of conduct  
27 that shall govern the performance of its officers, employees or agents engaged in the award and  
28 administration of contracts supported by Federal funds.

1 c. No employee, officer or agent of the Subrecipient shall participate in the  
2 selection, or in the award, or administration of, a contract supported by Federal funds if a  
3 conflict of interest, real or apparent, would be involved.

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

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

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

27 g. Any violation of this section shall be deemed a material breach of this  
28 Agreement, and the Agreement shall be immediately terminated by the COUNTY.

1           22.    RELIGIOUS ACTIVITIES. SUBRECIPIENT shall adhere to the restrictions set  
2 forth in 24 CFR 576.23, 24 CFR 5.109, and 24 CFR 570.200(j), which is attached hereto as  
3 Exhibit "R" and by this reference is incorporated herein.

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

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

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

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

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

          25.    LEAD-BASED PAINT SUBRECIPIENT and all subcontractors, if any, shall

1 comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act  
2 (42 U.S.C. 4821-4846) and implementing regulations issued pursuant thereto (24 CFR 35).

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

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
<u>Heidi Marshall, Director</u>	<u>Carrie Harmon</u>
<u>Riverside County HHPWS</u>	<u>Riverside Community Housing Corporation</u>
<u>P.O. Box 1528</u>	<u>5555 Arlington Avenue</u>
<u>Riverside, CA 92502</u>	<u>Riverside CA, 92504</u>

19 28. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and  
20 successors in interest shall be bound by all the provisions contained in this Agreement, and all  
21 of the parties thereto shall be jointly and severally liable hereunder.

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

25 30. ASSURANCES AND WARRANTIES. SUBRECIPIENT represents and  
26 warrants (1) that it has access to professional advice and support to the extent necessary to  
27 enable SUBRECIPIENT to fully comply with the terms of the Agreement and to otherwise  
28 carry out the Project, (2) that it is duly organized, validly existing and in good standing under  
the laws of the State of California, (3) that it has the full power and authority to undertake the

1 Project and to execute this Agreement, (4) that the persons executing and delivering this  
2 Agreement are authorized to execute and deliver such documents on behalf of SUBRECIPIENT  
3 and (5) that neither SUBRECIPIENT nor any of its principals is presently debarred, suspended,  
4 proposed for debarment, declared ineligible, or voluntarily excluded from participation in  
5 connection with the transaction contemplated by this Agreement.

6 31. ASSISTANCE TERMINATION. SUBRECIPIENT may, in accordance with  
7 42 U.S.C. 11375 (e) and 24 CFR 576.402, terminate assistance provided through the ESG-CV  
8 program to an individual or family that violate program requirements. SUBRECIPIENT shall  
9 have in place COUNTY approved policies and procedures that govern the termination and  
10 grievance process. The procedures must describe the SUBRECIPIENT's program requirements  
11 and the termination process, as well as the grievance procedure that outlines participant's rights  
12 to request a hearing or other recourse regarding the termination of their assistance.

13 32. HOMELESS PREVENTION ACTIVITIES. SUBRECIPIENT shall comply with  
14 the requirements of 24 CFR 576.103 pertaining to the limitations on the funding of homeless  
15 prevention assistance.

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

20 34. JURISDICTION AND VENUE. Any action at law or in equity arising under this  
21 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining  
22 the validity of any provision of this Agreement shall be filed only in the Superior Court of the  
23 State of California, located in Riverside, California, and the parties hereto waive any provisions  
24 of law providing for a change of venue to another location.

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

28 36. WAIVER. Any waiver by COUNTY of any breach of any one or more of the  
terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach

1 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require  
2 exact, full and complete compliance with any terms of this Agreement shall not be construed as  
3 in any manner changing the terms or preventing COUNTY from enforcement of the terms of  
4 the Agreement.

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

11 38. ADMINISTRATION/CONTRACT LIASON; MINISTERIAL ACTS. The  
12 Director of the Department of Housing, Homelessness Prevention, and Workforce Solutions or  
13 designee(s) are authorized to administer this Agreement and take such ministerial actions as may  
14 be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement  
15 as it may be amended from time to time by COUNTY.

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

23 40. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits  
24 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that  
25 they have the authority to execute this Agreement and warrant and represent that they have the  
26 authority to bind the respective parties to this Agreement and to the performance of its  
27 obligations hereunder.

28 41. 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.

1           42. COUNTERPARTS. This Agreement may be signed by the different parties  
2 hereto in counterparts, each of which shall be an original but all of which together shall  
3 constitute one and the same agreement.

4           43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses  
5 for the ESG-CV grant-funded project/activity covered under the terms of this Agreement prior  
6 to receiving written authorization to proceed from COUNTY.

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

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

14           46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the  
15 source of funding pursuant to this Agreement is CARES Act Emergency Solutions Grant  
16 (CFDA 21.019), and the Grant Award Number is: B-19-UC-06-0506.

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

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

23           49. CONFIDENTIALITY AND VICTIMS OF DOMESTIC VIOLENCE

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

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

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

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

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

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

13 (ii) To protect clients, victim services providers must enter required  
14 client-level data into a database that complies with HMIS requirements but does not share  
15 information with Service Point directly. Victim services providers are still required to aggregate  
16 data for ESG-CV reporting purposes.

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

20 50. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of  
21 electronic signatures, such as digital signatures that meet the requirements of the California  
22 Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The  
23 parties further agree that the electronic signatures of the parties included in this Agreement are  
24 intended to authenticate this writing and to have the same force and effect as manual  
25 signatures. Electronic signature means an electronic sound, symbol, or process attached to or  
26 logically associated with an electronic record and executed or adopted by a person with the intent  
27 to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature  
28 means an electronic identifier, created by computer, intended by the party using it to have the same  
force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties.



1 For purposes of this section, a digital signature is a type of "electronic signature" as defined in  
2 subdivision (i) of Section 1633.2 of the Civil Code.

3  
4 Remainder of Page Intentionally Blank

5 [Signatures on Following Page]

6  
7  
8 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set  
9 forth below.

10  
11 COUNTY OF RIVERSIDE,  
12 a political subdivision of the  
13 State of California

RIVERSIDE COMMUNITY  
HOUSING CORPORATION,  
a California Non-profit Corporation

14 BY: \_\_\_\_\_  
15 Michael Walsh,  
16 Deputy Director

BY: \_\_\_\_\_  
Name: \_\_\_\_\_


Title: \_\_\_\_\_


17  
18 Date: \_\_\_\_\_

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

19  
20  
21  
22 APPROVED AS TO FORM:  
23 Gregory Priamos, County Counsel

APPROVED AS TO FORM:  
Gregory Priamos, County Counsel

24  
25 By:  \_\_\_\_\_  
26 Amrit P. Dhillon,  
Deputy County Counsel

By:  \_\_\_\_\_  
Cynthia M. Gunzel  
Chief Deputy County Counsel

## EMERGENCY SOLUTIONS GRANT EXHIBIT "A"

**Subrecipient:** Riverside Community Housing Corporation DUNS: 053543950

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**Address:** 5555 Arlington Avenue, Riverside, CA 92504

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**Project Title:** Riverside Community Housing Corporation, HP, RR, OR

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**Location:** 5555 Arlington Avenue, Riverside, CA 92504

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**Scope of Service:** The Riverside Community Housing Corp. will use ESG-CV funding to expand their homelessness prevention, rapid re-housing, case management, and outreach services throughout Riverside County to persons and families impacted by the COVID19 pandemic. Expenses include staffing, rental and utility assistance, security deposits, placement assistance, supplies, and other related costs.

**Performance Measurements Outcome Statement:**

**Objective**

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

**Outcome**

- Availability/Accessibility
- Affordability
- Sustainability

**Project Budget:**

	<u>MATCH</u>	<u>ESGP APPROVED</u>
1) Street Outreach		\$70,000
2) HMIS		\$5,000
3) Homelessness Prevention		\$100,000
4) Rapid Re-Housing		\$120,000
<b>TOTAL</b>		<b>\$295,000</b>

**Special Conditions:****SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS**

Reimbursement claims must be submitted to reflect total charges for each funding component separately. Total number to serve is **168** (Outreach Services **will serve 84**; Rapid Re-housing will serve **44**, and Homelessness Prevention will serve **40**) and must be entered in HMIS under ESG in a timely manner. Agency data sharing is required. Funding is retroactive as of March 27, 2020. Breakdown will be as follows:

<b>RAPID RE-HOUSING (RR)</b>	<b><u>\$120,000</u></b>
Financial Assistance (utility)	\$20,000
Rental Assistance (Rent)	\$100,000
<b>HOMELESSNESS PREVENTION</b>	<b><u>\$ 100,000</u></b>
Financial Assistance (utility)	\$ 25,000
Rental Assistance (Rent)	\$ 75,000
<b>OUTREACH SERVICES</b>	<b><u>\$ 70,000</u></b>
<b>HMIS</b>	<b><u>\$5,000</u></b>

**Security Deposit:** All returned Security Deposits are to be sent to County of Riverside, HHPWS P.O. Box 1528, Riverside, CA 92502 for Rapid Re-Housing and Homelessness Prevention components.

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

**1. Final Reimbursement**

Unless approved by HHPWS in writing, all final requests for reimbursement of authorized ESG expenditures under this 2019-2021 Emergency Solutions Grant-CV must be submitted to HHPWS no later **March 1, 2021**.

**2. Eligibility Conditions for Youth Special Conditions**

- Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42.U.S.C. 11302(a) or (b) to receive services.
- Unaccompanied youth aged 24 and under or families headed by youth aged 24 and under who are living in unsafe situations may be served by youth-serving providers

## EXHIBIT "R"

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### 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.

(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"

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

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

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

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

(3) Referral requirements.

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

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

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

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



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

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 "R"

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### 24 C.F.R. § 5.109

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

Effective: May 4, 2016

(a) Purpose.

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

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

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

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

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

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

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

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

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

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

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

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

(e) Explicitly religious activities.

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

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

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

(g) Beneficiary protections.

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

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

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

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

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

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

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

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

(3) Referral requirements.

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

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

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

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

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

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

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