

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



**ITEM: 3.19
(ID # 15427)**

MEETING DATE:
Tuesday, July 20, 2021

FROM : HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION, AND WORKFORCE SOLUTIONS (HHPWS): Approve the Substantial Amendment to the 2019-2020 One Year Action Plan of the 2014-2019 Five Year Consolidated Plan to Include Nine(9) New ESG-CV2 Activities and Approve the Form of the ESG-CV Agreement; All Districts. [\$3,401,939 - Emergency Solutions Grant-CV2 -100%]; CEQA and NEPA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Substantial Amendments to the 2019-2020 One-Year Action Plan of the 2019-2024 Five-Year Consolidated Plan are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Find that Substantial Amendments to the 2019-2020 One-Year Action Plan of the 2019-2024 Five-Year Consolidated Plan are exempt from the National Environmental Policy Act (NEPA) pursuant to Title 24 Code of Federal Regulations Section 58.34(a)(1) and (a)(3);

Continued on page 2

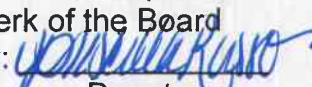
ACTION:Policy


Heidi Marshall, Director 7/20/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: July 20, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Substantial Amendments to the 2019-2020 One-Year Action Plan of the 2019-2024 Five-Year Consolidated Plan to add the new Emergency Solutions Grant-CV (ESG-CV) activities more fully described in ESG-CV2 Project Descriptions, attached hereto, and authorize submittal to the U.S. Department of Housing and Urban Development (HUD);

4. Approve the form of the Agreement for the Use of Emergency Solutions Grant - Coronavirus (ESG-CV) Funds (CARES Act) (ESG-CV Agreement) and authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, or designee, to execute ESG-CV Agreements between the County and subrecipients, substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel; and

5. Direct staff to file a Notice of Exemption with the County Clerk within five business days.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$3,401,939	\$ 0	\$3,401,939	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Emergency Solutions Grant-CV2 Funds, 100%			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

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 \$6,352,897 of supplemental ESG funding (ESG-CV2) to be used for eligible activities that prevent, prepare for, and respond to the coronavirus pandemic, among individuals and families who are homeless, or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by the coronavirus under the Emergency Solutions Grants program. On October 20, 2020, the Board of Supervisors approved the allocation of \$2,950,958 of ESG-CV2 funds for the Riverside County Rental Relief fund. To accept and utilize the remaining \$3,401,939 ESG-CV2 funds, the County is required to approve and adopt a substantial amendment to the 2019-2020 One Year Action Plan of the 2019-2024 Five Year Consolidated Plan.

Pursuant to the CARES Act, the County may use expedited procedures for approval and adoption of substantial amendments for CARES Act supplemental ESG (ESG-CV) funding. Consequently, the County is not required to comply with substantial amendment and public noticing requirements of the Citizen Participation Plan. The County is, however, required to publish a notice online or

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through other electronic media that identifies how it has, or how it will, utilize and allocate the ESG-CV2 funds. Pursuant to the CARES Act, the Department of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) published a notice of the proposed uses and allocation of the ESG-CV2 funding at least five (5) days prior to the July 20, 2021, Board of Supervisor’s meeting; HHPWS will publish another notice that identifies the final ESG-CV2 allocations approved by the Board.

On December 1, 2020, the Housing, Homelessness Prevention and Workforce Solutions (HHPWS) issued a Notice of Funding Availability (NOFA) for the \$3,401,939 of unallocated CARES Act ESG-CV2 funding. Nine (9) eligible proposals were received, totaling \$4,136,398, for fifteen (15) separate ESG-CV2 activities. After review and evaluation, nine (9) proposals are being recommended for ESG-CV2 funding, as well as a set-aside for program administration and reserve funding.

These new Emergency Solutions Grant-CV projects have been determined by staff to be eligible activities that meet the requirements of the ESG program and the CARES Act. Staff recommends approval of the new projects listed below as substantial amendments to the 2019-2020 One Year Action Plan of the 2019-2024 Five Year Consolidated Plan (Substantial Amendment):

Operation Safe House, Inc. (Desert)	\$ 195,000	Add New ESG-CV Activity
Operation Safe House, Inc. (Riverside)	\$ 240,000	Add New ESG-CV Activity
Social Work Action Group (SWAG)	\$ 663,400	Add New ESG-CV Activity
Path of Life Ministries Emergency Shelter	\$ 170,000	Add New ESG-CV Activity
ESG-CV Reserve Fund, HHPWS Program Administration	\$1,119,089	Add New ESG-CV Activity
Martha’s Village and Kitchen	\$ 434,650	Add New ESG-CV Activity
Operation Safe House, Inc. Main Stay 30-day Shelter	\$ 350,000	Add New ESG-CV Activity
Coachella Valley Rescue Mission	\$ 54,800	Add New ESG-CV Activity
City of Banning Ramsey Street Village	<u>\$ 175,000</u>	Add New ESG-CV Activity
	\$3,401,989	

Pursuant to the California Environmental Quality Act (CEQA), the approval and adoption of the Substantial Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule or “Common Sense” exemption. The Substantial Amendment is an administrative planning document that will only have financial

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and administrative effects. It can be seen with certainty that there is no possibility that the proposed Substantial Amendment may have a significant effect on the environment and will not lead to any direct or reasonably indirect physical impacts. The projects identified in the Substantial Amendment will be subject to separate CEQA environmental review prior to taking any choice limiting action or discretionary action on that specific project. A Notice of Exemption will be filed by County staff with the County Clerk within five days of the approval of the Substantial Amendment.

Furthermore, the Substantial Amendment was determined to be exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to Title 24 Code of Federal Regulations Sections 58.34 (a)(1) and (a)(3) since the Substantial Amendment is an administrative activity. The projects identified in the Substantial Amendment will be subject to separate NEPA environmental review prior to taking any choice limiting action or discretionary action on that specific project.

County Counsel has reviewed and approved as to form the Substantial Amendment to the 2019-2020 One-Year Action Plan of the 2019-2024 Five Year Consolidated Plan.

Impact on Residents and Businesses

\$3,401,939 of ESG-CV2 (CARES Act) funding will be used for eligible activities throughout the County to prevent, prepare for, and respond to the coronavirus pandemic, among individuals and families who are homeless, or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by the coronavirus pandemic. Proposed activities include emergency shelter, outreach and essential services, rapid re-housing, homelessness prevention, HMIS (mandatory HUD reporting system). Approximately 89% of the ESG-CV2 funding is proposed for emergency shelter, outreach, and rapid re-housing activities.

Additional Fiscal Information

The ESG-CV2 program is 100% Federally-funded (CARES Act) through HUD's CPD programs. No County General Funds will be used to administer these federal grants.

ATTACHMENTS:

- ESG-CV2 Project/Activity Descriptions
- Agreement for the Use of Emergency Solutions Grant (ESG-CV) Funds
- Public Notice of Proposed ESG-CV2 Allocations
- CEQA Notice of Exemption


Steven Atkeson

7/12/2021


Gregory L. Priano, Director County Counsel

7/6/2021

Substantial Amendment
ESG-CV 2 Proposed Project Descriptions

HESG-CV2-01

Sponsor: Operation Safe House, Inc (Desert)
Address: 9685 Hayes Street, Riverside, CA 92503

Proposed Funding: **\$195,000**
Activities: Emergency Shelter: **\$195,000**

Project Description: Operation SafeHouse of the Desert provides a 21-day emergency shelter program for runaway and homeless youth, ages 11-17. Services include shelter, case management, counseling, and education. SafeHouse is in need of additional funding due to COVID requiring social distancing and increased safety requirements. ESG-CV2 funds will be used for staff salaries (direct cost), utilities, and maintenance services to assist with client safety and social distancing, as well as a new vehicle (SUV or Van) to assist with outreach, emergency response, and staff/client safety.

Number Served: 75
Objective: 1 - Suitable Living Environment
Outcome: 1 - Availability/Accessibility

HESG-CV2-02

Sponsor: Operation Safe House, Inc (Riverside)
Address: 9685 Hayes Street, Riverside, CA 92503

Proposed Funding: **\$240,000**
Activities: Emergency Shelter: **\$240,000**

Project Description: Operation SafeHouse of Riverside provides a 21-day emergency shelter program for runaway and homeless youth, ages 11-17. Services include shelter, case management, counseling, and education. SafeHouse is in need of additional funding due to COVID requiring social distancing and increased safety requirements. ESG-CV2 funds will be used for staff salaries (direct cost), utilities, and maintenance services to assist with client safety and social distancing, as well as a new vehicle (SUV or Van) to assist with outreach, emergency response, and staff/client safety.

Number Served: 75
Objective: 1 - Suitable Living Environment
Outcome: 1 - Availability/Accessibility

Sponsor: Social Work Action Group
 Address: 28497 Hwy. 74 # 102, Lake Elsinore, CA 92530

Proposed Funding: **\$663,400**

Activities:	Outreach:	\$470,400
	Emergency Shelter:	\$165,000
	HMIS:	\$ 28,000

Project Description: Social Work Action Group (SWAG) provides street outreach and temporary emergency shelter services. In response to COVID-19, SWAG leases six (6) rooms at located at the Elsinore Hot Springs Hotel to provide a safe social distancing environment for homeless individuals and families. Services provide include substance abuse referrals, medical referrals, housing navigation and readiness, and case management. ESG-CV2 funds will be used for outreach services, temporary emergency shelter, case manager staff salaries (direct cost), as well as a new vehicle (SUV or Van) to assist with outreach, emergency response, and staff/client safety.

Number Served: 200

Objective: 1 - Suitable Living Environment
 Outcome: 1 - Availability/Accessibility

Sponsor: Path of Life Ministries Emergency Shelter
 Address: P.O. Box 1445, Riverside, CA 92502

Proposed Funding: **\$170,000**

Activities: Emergency Shelter: **\$170,000**

Project Description: Path of Life Ministries provides a 20-90-day, short-term shelter program for homeless individuals and chronically homeless. In response to COVID-19, additional services for safety and preventing the spread of the virus will be provided by Path of Life Ministries. ESG-CV2 funding will be used for emergency shelter, case management, employment assistance, food, utilities, and staff salaries (direct cost), food, cleaning laundry services, utilities, and other related cost, as well as a new vehicle (SUV or Van) to assist with outreach, emergency response, and staff/client safety.

Number Served: 500

Objective: 1 - Suitable Living Environment
 Outcome: 1 - Availability/Accessibility

Sponsor: Housing, Homelessness Prevention, and Workforce Solution
Address: 3403 10th Street, Suite 300, Riverside, CA 92502

Proposed Funding: **\$1,119,089**

Activities: Emergency Shelter, Outreach Services, Rapid Re-Housing : **\$1,119,089**

Project Description: The County of Riverside will use ESG-CV2 funds to provide emergency assistance, outreach services, rapid re-housing, or homelessness prevention to individuals and organization based upon needs, emergency situations, performance, and crisis for COVID relief. Services will include providing supplemental comprehensive housing assistance services to households facing housing crisis, and services to reduce the impact of COVID-19 throughout County of Riverside.

Number Served: 500

Objective: 1 - Suitable Living Environment

Outcome: 1 - Availability/Accessibility

Sponsor: Martha's Village and Kitchen
Address: 83791 Date Avenue, Indio, CA 92201

Proposed Funding: **\$434,650**

Activities: Emergency Shelter: **\$397,000**

HMIS: **\$ 37,650**

Project Description: Martha's Village and Kitchen provides emergency shelter to homeless families and individuals. Services include case management, substance abuse referrals, career and education center services. ESG-CV2 funds will be used to assist with services to prevent COVID-19. Funds will be used for utilities, food services, related equipment, cleaning supplies, mask, gloves and other protective items, maintenance, and staff salaries (direct cost) for case managers, employment specialist, vehicle to transport homeless clients, RN/LVN to provide COVID-19 screening and related services for homeless clients.

Number Served: 150

Objective: 1 - Suitable Living Environment

Outcome: 1 - Availability/Accessibility

HESG-CV2-07

Sponsor: Operation Safe House, Inc Main Stay 30-Day Shelter
Address: 9685 Hayes Street, Riverside, CA 92503

Proposed Funding: **\$350,000**
Activities: Emergency Shelter: **\$350,000**

Project Description: Operation Safehouse provides a 30 day emergency shelter for youth 18-24 at the Main Street Transitional Living apartment complex to prevent the spread of COVID-19. There are two apartments dedicated to the emergency shelter to assist in stabilizing, counseling, and temporary housing. ESG-CV2 funds will be used for the cost of 24 hour Case Managers staff direct cost, and part-time Counselor staff (direct cost).

Number Served: 60
Objective: 1 - Suitable Living Environment
Outcome: 1 - Availability/Accessibility

HESG-CV2-08

Sponsor: City of Banning Ramsey Street Village
Address: 99 East Ramsey Street, Banning, CA 92220

Proposed Funding: **\$175,000**
Activities: Emergency Shelter: **\$175,000**

Project Description: The City of Banning provides temporary shelter to homeless individuals. The Ramsey Street Village provides a safe environment for shelter and assistance for the homeless to transition to self-sufficiency. ESG-CV2 funds to pay for operational expenses including a Site Coordinator (direct staff cost), security guard service, hygiene supplies, virus prevention supplies, and utilities.

Number Served: 40
Objective: 1 - Suitable Living Environment
Outcome: 1 - Availability/Accessibility

Sponsor: Coachella Valley Rescue Mission
Address: 47470 Van Buren, Indio, CA 92202

Proposed Funding: **\$54,800**
Activities: Emergency Shelter: **\$54,800**

Project Description: The Coachella Valley Rescue Mission provides emergency shelter to homeless individuals and families for up to 90 days and rapid re-housing. ESG-CV2 funds will be used to pay the cost of two vans for transporting. The van will assist in complying with hospital plan when a homeless person leaves the hospital. The van would provide social distance in transporting these individuals to the shelter to prevent COVID.

Number Served: 2758
Objective: 1 - Suitable Living Environment
Outcome: 1 - Availability/Accessibility

**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 _____, 2021, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NAME, a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as “Parties” and individually as “Party.”

WITNESETH:

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 \$6,352,897 of supplemental (Round II) ESG funding (“ESG-CV2”) 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 20, 2021, in Minute Order _____, the Board of Supervisors approved the allocation of Round II ESG-CV funding to nine (9) 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

JUL 20 2021 3:19

1 WHEREAS, the SUBRECIPIENT has submitted its proposal to the COUNTY for ESG-
2 CV2 funding for the activities described herein.

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

4 1. SCOPE OF SERVICES. SUBRECIPIENT shall provide certain services for
5 homeless persons, or person threatened with homelessness, by utilizing the sum of
6 \$ _____, in ESG-CV2 funds, as set forth and in the manner provided in the Scope of
7 Services attached hereto as Exhibit "A" and incorporated herein by this reference.
8 SUBRECIPIENT shall also provide homeless individuals with assistance in obtaining (1)
9 appropriate supportive services, including permanent housing, physical health treatment, mental
10 health treatment, counseling, supervision, and other essential services to achieve independent
11 living; and (2) other federal, state, local, and private assistance available for such individuals.
12 Any and all services provided hereunder shall be in full conformity with the Acts and any
13 amendments thereto and the federal regulation and guidelines now or hereinafter enacted
14 pursuant to the Acts.

15 2. TERM. The term of this Agreement shall be for a period commencing on
16 _____, 2021, and terminating on _____, 2022, unless sooner terminated as
17 provided in Paragraph 5 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

14 5. TERMINATION.

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

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

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

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

26 (iii) In the event the funding from the United States Department of
27 Housing and Urban Development (HUD), referred to in the recitals herein, is reduced,
28 terminated or otherwise becomes unavailable. COUNTY shall provide written notice to
SUBRECIPIENT within five (5) days from the date HUD reduces, suspends, or terminates the

1 ESG-CV funding. This Agreement shall be either terminated or amended to reflect said
2 reduction in funds.

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

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

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

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

- 23 a. Emergency Shelter Operations: SUBRECIPIENT shall, as applicable,
24 provide COUNTY with the following information for ESG-CV funded emergency shelter
25 operations:
- 26 (i). Documentation of site control;
 - 27 (ii). Documentation from the local jurisdiction verifying the status of
the property;
 - 28 (iii). Documentation of compliance with minimum standards for safety,
sanitation, and privacy pursuant to 24 CFR Section 576.403; and

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

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

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

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

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

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

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

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

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

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

16 9. BUILDING OR FACILITY.

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

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

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

28 (ii) Leases negotiated between SUBRECIPIENT and the provider of
such housing shall make available such living space at substantially less than the daily room

1 rate otherwise charged by the facility; and

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

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

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

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

16 10. MAINTENANCE AS A HOMELESS FACILITY.

17 a. SUBRECIPIENT shall maintain any building for which ESG-CV funds are
18 used for not less than a three (3) year period, or for not less than a ten (10) year period if the
19 ESG-CV grant amounts are used for major rehabilitation or conversion of the building (24 CFR
20 576.102 (c)).

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

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

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

27 c. When ESG-CV funds are used exclusively to provide essential services
28 including, but not limited to, services concerned with employment, physical or mental health,
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>Riverside County HHPWS</u>	_____
<u>P.O. Box 1528</u>	_____
<u>Riverside, CA 92502</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: E-20-UW-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 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set
4 forth below.

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

SUBRECIPIENT,
a California Non-profit Corporation

BY: _____
Michael Walsh,
Deputy Director

BY: _____
Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
Gregory Priamos, County Counsel

By: 
Amrit R. Dhillon, Deputy County Counsel

**EMERGENCY SOLUTIONS GRANT-CV2
EXHIBIT "A"**

Subrecipient: _____ **DUNS:** _____

Address: _____

Project Title: _____

Location: _____

Scope of Service:

Performance Measurements Outcome Statement:

Objective

Outcome

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

- Availability/Accessibility
- Affordability
- Sustainability

Project Budget:

	<u>MATCH</u>	<u>ESGP APPROVED</u>
1) Street Outreach		\$XXX,XXX
TOTAL		\$XXX,XXX

Special Conditions:

SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

OUTREACH SERVICES (OS)

Direct Staff Salaries (Essential Services) \$ XXX,XXX

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-CV2 must be submitted to HHPWS no later DATE, 2022.

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"

(Page 1 of 6)

24 C.F.R. § 5.109

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

Effective: May 4, 2016

(a) Purpose.

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

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

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

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

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

the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral

EXHIBIT "R"

(Page 2 of 6)

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

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

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

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

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

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

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

members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

EXHIBIT "R"

(Page 3 of 6)

(e) Explicitly religious activities.

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

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

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

(g) Beneficiary protections.

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

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

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

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization,

and any participation by beneficiaries in such activities must be purely voluntary;

EXHIBIT "R"

(Page 4 of 6)

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

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

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

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

(3) Referral requirements.

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

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

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

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary

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

EXHIBIT "R"

(Page 5 of 6)

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

(4) Recordkeeping.

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

(h) Nondiscrimination requirements.

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

(i) Exemption from Title VII employment discrimination requirements.

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

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

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct

Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to

EXHIBIT "R"

(Page 6 of 6)

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

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

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

Credits

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

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

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

**NOTICE OF PROPOSED FUNDING ALLOCATION
AND SUBSTANTIAL AMENDMENT 2019-2020 ONE YEAR ACTION PLAN**

**EMERGENCY SOLUTIONS GRANT-CV2
(CARES ACT)**

PUBLIC NOTICE

**CARES Act Emergency Solutions Grant (ESG-CV2)
Round II Proposed Funding Awards**

Pursuant to the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act), the Department of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) is notifying the public of the proposed ESG-CV2 funding awards:

<u>Organization</u>	<u>Award Amount</u>	<u>Activities</u>
Operation Safe House, Inc. (Desert)	\$ 195,000	Add New ESG-CV Activity
Operation Safe House, Inc. (Riverside)	\$ 240,000	Add New ESG-CV Activity
Social Work Action Group (SWAG)	\$ 663,400	Add New ESG-CV Activity
Path of Life Ministries Emergency Shelter	\$ 170,000	Add New ESG-CV Activity
ESG-CV Reserve Fund, HHPWS Program Administration	\$1,119,089	Add New ESG-CV Activity
Martha's Village and Kitchen	\$ 434,650	Add New ESG-CV Activity
Operation Safe House, Inc. Main Stay 30-day Shelter	\$ 350,000	Add New ESG-CV Activity
Coachella Valley Rescue Mission	\$ 54,800	Add New ESG-CV Activity
City of Banning Ramsey Street Village	<u>\$ 175,000</u>	Add New ESG-CV Activity
	\$3,401,939	

These ESG-CV2 funds will be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID19) among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

The Riverside County Board of Supervisors will consider approval of the proposed list at the July 20, 2021, Board meeting. Approval of the list of proposed ESG-CV2 activities is considered a substantial amendment to the County's 2019-2020 One Year Action Plan of the 2019-2024 Consolidated Plan. Pursuant to the CARES Act, the County is not required to comply with the Citizen Participation Plan substantial amendment, public noticing, and public comment requirements. Alternatively, the County is publishing this public notice to inform the public of proposed ESG-CV2 funding awards.

Background:

On June 9, 2020, the County of Riverside was notified that it would receive a second round of *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) Emergency Solutions Grant (ESG-CV2) funding allocation in the amount of \$6,352,897. On October 20, 2020, the Board of Supervisors approved the

allocation of \$2,950,958 of ESG-CV2 funds for rental assistance activities. The remaining balance of \$3,401,929 was to be later awarded through a NOFA process.

Written comments concerning the proposed allocation of ESG-CV2 funding may be submitted to the following address no later than 12:00 PM on July 19, 2021: Department of Housing, Homelessness Prevention, and Workforce Solutions, 3403 Tenth Street, Riverside, CA 92501. Comments may also be submitted through email to ssims@rivco.org. The public may also submit comments for the Board of Supervisors meeting by emailing Clerk of the Board at cob@rivco.org.

You may view the Board meeting on the Clerk of the Board's website at: <http://riversidecountyca.iqm2.com/citizens/default.aspx>

Accommodations under the Americans with Disabilities Act are available upon request. Requests must be made at least 72 hours prior to meeting. Later requests will be accommodated to the extent feasible. Please call the Clerk of the Board office at (951) 955-1069, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

For additional information regarding the proposed use of ESG-CV2 funding, please contact the following:

Sterlon Sims, Senior Program Manager
3403 Tenth Street, Suite 300
Riverside, CA 92501
(951) 955-5938 ssims@rivco.org

Individuals with hearing or speech disabilities may contact the CDBG program staff by utilizing the California Relay Service (711).

John Thurman, CDBG/ESG Program Administrator
Department of Housing, Homelessness Prevention, and Workforce Solutions

NOTICIA PÚBLICA

CARES Act Emergency Solutions Grant (ESG-CV2) Premios de financiación propuestos para la segunda ronda

De conformidad con el *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act), el Departamento Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) está notificando al público sobre las adjudicaciones de fondos propuestas de ESG-CV 2 :

<u>Organización</u>	<u>Asignación</u>	<u>Actividad</u>
Operation Safe House, Inc. (Desert)	\$ 195,000	Add New ESG-CV Activity
Operation Safe House, Inc. (Riverside)	\$ 240,000	Add New ESG-CV Activity
Social Work Action Group (SWAG)	\$ 663,400	Add New ESG-CV Activity
Path of Life Ministries Emergency Shelter	\$ 170,000	Add New ESG-CV Activity
ESG-CV Reserve Fund, HHPWS Program Administration	\$1,119,089	Add New ESG-CV Activity
Martha's Village and Kitchen	\$ 434,650	Add New ESG-CV Activity
Operation Safe House, Inc. Main Stay 30-day Shelter	\$ 350,000	Add New ESG-CV Activity
Coachella Valley Rescue Mission	\$ 54,800	Add New ESG-CV Activity
City of Banning Ramsey Street Village	<u>\$ 175,000</u>	Add New ESG-CV Activity
	\$3,401,939	

Estos fondos de ESG-CV 2 se utilizarán para prevenir, prepararse y responder a la pandemia de coronavirus (COVID19) entre las personas y familias que no tienen hogar o que reciben asistencia para personas sin hogar y para apoyar asistencia adicional para personas sin hogar y actividades de prevención de la falta de hogar para mitigar los impactos de COVID-19.

La Junta de Supervisores del Condado de Riverside considerará la aprobación de la lista propuesta en el 20 de julio de, 2021, reunión de la Junta. La aprobación de la lista de actividades propuestas de ESG-CV 2 se considera una enmienda sustancial al Plan de Acción de Un Año 2019-2020 del Condado del Plan Consolidado 2019-2024. De conformidad con la Ley CARES, el Condado no está obligado a cumplir con los requisitos de enmienda sustancial, notificación y comentarios públicos del Plan de Participación Ciudadana. Alternativamente, el Condado está publicando este aviso público para informar al público sobre las adjudicaciones de fondos propuestas por ESG-CV 2.

Fondo:

El 9 de junio de 2020, se notificó al Condado de Riverside que recibiría una segunda ronda de asignación *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) Emergency Solutions Grant (ESG-CV2) por un monto de \$ 6,352,897. El 20 de octubre de 2020, la Junta de Supervisores aprobó la asignación de \$ 2,950,958 de fondos ESG-CV2 para actividades de asistencia de alquiler. El saldo restante de \$ 3,401,929 se adjudicaría posteriormente a través de un proceso NOFA.

Los comentarios por escrito sobre la asignación propuesta de fondos de ESG-CV2 pueden enviarse a la siguiente dirección a más tardar a las 12:00 p.m. del 19 de julio de 2021 : Department of Housing, Homelessness Prevention, and Workforce Solutions, 3403 Tenth Street, Riverside, CA 92501. Los comentarios también pueden enviarse por correo electrónico a ssims@rivco.org. El público también puede enviar comentarios para la reunión de la Junta de Supervisores enviando un correo electrónico al secretario de la Junta a cob@rivco.org .

Puede ver la reunión de la Junta en el sitio web del secretario de la Junta en: <http://riversidecountyca.iqm2.com/citizens/default.aspx>

Las adaptaciones bajo la Ley de Estadounidenses con Discapacidades están disponibles a pedido. Las solicitudes deben realizarse al menos 72 horas antes de la reunión. Las solicitudes posteriores se atenderán en la medida de lo posible. Llame a la oficina del secretario de la Junta al (951) 955-1069, de 8:00 am a 5:00 pm, de lunes a viernes.

Para obtener información adicional sobre el uso propuesto de la financiación ESG-CV 2, comuníquese con la siguiente:

Sterlon Sims, director sénior de programas
3403 Tenth Street, Suite 300
Riverside, CA 9250 1
(951) 955-5938 ssims@rivco.org

Las personas con discapacidades auditivas o del habla pueden comunicarse con el personal del programa CDBG utilizando el Servicio de retransmisión de California (711).

John Thurman, CDBG/ESG Program Administrator
Department of Housing, Homelessness Prevention, and Workforce Solutions

**ENVIRONMENTAL
EXEMPTION DOCUMENTATION**

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on
7/29/21
Initial PP

To: County Clerk and Recorder's Office
2720 Gateway Drive County of Riverside
Riverside, CA 92504

From: County of Riverside HHPWS
Attn: CDBG/ESG Programs
3403 10th Street, Suite 300
Riverside, CA 92501

Project Title: Substantial Amendment to the 2019-2020 One-Year Action Plan of the 2019-2024 Five-Year Consolidated Plan to add the following Emergency Solutions Grant-CARES Act (ESG-CV2) funded projects.

Description of Project: Pursuant to 24 CFR Part 570, 24 CFR Part 91, and the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act), the Board of Supervisors is authorized to adopt substantial amendments to the 2019-2020 One Year Action Plan of the 2019-2024 Consolidated Plan for the HUD-funded ESG-CV2 (CARES Act) program. Projects to be added include:

<u>Organization</u>	<u>Award Amount</u>	<u>Activities¹</u>
Operation Safe House of the Desert	\$ 195,000	ES
Operation Safe House of Riverside	\$ 240,000	ES
Social Work Action Group (SWAG)	\$ 663,400	ES, OS, HMIS
Path of Life Ministries Emergency Shelter	\$ 170,000	ES
Martha's Village and Kitchen	\$ 434,650	ES, HMIS
Operation Safe House Inc. Main Stay 30-day Shelter	\$ 350,000	ES
Coachella Valley Rescue Mission	\$ 54,800	ES
ESG-CV Reserve Fund, HHPWS Program Administration	\$1,119,089	Admin, ES, OS, HP, RR
City of Banning Ramsey Street Village	\$ 175,000	ES

¹ ES=Emergency Shelter; RR=Rapid Re-housing; HP=Homelessness Prevention; OS=Outreach; HMIS=Reporting

Grant No.: CARES Act Emergency Solutions Grant (CFDA 21.019);
Grant Award Number is: E-20-UW-06-0506.

Project Proponent: County of Riverside- Housing, Homelessness Prevention & Workforce Development.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

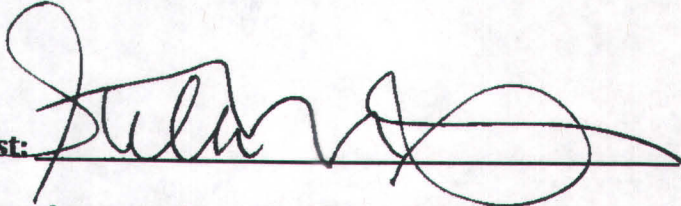
The project, a Substantial Amendment to the 2019-2020 One-Year Action Plan of the 2019-2024 Five-Year Consolidated Plan, is a planning action that will only have administrative effects and is exempt under State CEQA Guidelines Section 15061(b)(3). It can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment and will not lead to any direct or reasonably indirect physical impacts. The projects identified in the Substantial Amendment will be subject to separate CEQA environmental review prior to taking any choice limiting action or discretionary action on that specific project.

JUL 20 2021 3.19

Exempt Status: (Check one)

- Ministerial (Section 21080 (b) (1); Section 15268);
- Declared Emergency [Section 21080 (b) (3); Section 15239(a)];
- Emergency Project [Section 21080 (b) (4); Section 15269 (b) (c)];
- Statutory Exemption (Section Number: _____)
- Categorical Exemption: Class 1 (Section Number: _____)
- These activities are not subject to CEQA [pursuant to Section 15061(b)(3)]**
- Other

Environmental Specialist:



Date: June 21, 2021

Sterlon M Sims, Suprv Development Specialist ESG/CDBG

Certifying Officer:



Date: June 21, 2021

Susana Orozco, Principal Program Manager

Contact: Sterlon Sims, ssims@rivco.org