

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



ITEM: 3.10
(ID # 17307)

MEETING DATE:

Tuesday, October 26, 2021

FROM : HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION, AND WORKFORCE SOLUTIONS (HHPWS): Adopt Resolution No. 2021-195, Authorizing the Acceptance and Administration of a \$30,000,000 Grant from the California Department of Housing and Community Development and Authorizing the Director of Housing, Homelessness Prevention & Workforce Solutions, or Designee, to Enter into and Execute the State Standard Agreement and Any Required Documentation, and Amendments Thereto, Necessary to Receive and Administer the Grant, for the Relocation Efforts of Residents of the Oasis Mobile Home Park, District 4. [\$30,000,000 - 100% State Funding] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2021-195, Authorizing the Acceptance and Administration of a \$30,000,000 Grant from the California Department of Housing and Community Development and Authorizing the Director of Housing, Homelessness Prevention & Workforce Solutions, or Designee, to Enter into and Execute the State Standard Agreement and Any Required Documentation, and Amendments Thereto, Necessary to Receive and Administer the Grant;

Continued on page 2


ACTION:Policy, 4/5 Vote Required


Heidi Marshall, Director 10/4/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: October 26, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Director of HHPWS, or designee, to execute on behalf of the County a State of California Standard Agreement STD 213 SCO ID: 2240-21GFD001 and Exhibits A-C (“Standard Agreement”), substantially conforming in form and substance to the attached Standard Agreement, subject to approval as to form by County Counsel; and
3. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$15,000,000	\$15,000,000	\$30,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State of California Budget Allocation			Budget Adjustment: Yes	
			For Fiscal Year: 21/22-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State of California (“State”), pursuant to the 2021 Budget Act Section 2.00, as amended by Budget Bill Jr (“SB 129”) Chapter 69, Section 57, allocated Thirty Million Dollars (\$30,000,000) to the County of Riverside for relocation efforts of residents of Oasis Mobile Home Park (“State Funds”). Oasis Mobile Home Park (“OMH”) is an approximately 350 space unpermitted mobile home park located on Torres Martinez tribal land and is home to more than 1,000 people. The park has a long history of health and safety problems, but none bigger than the unsafe water conditions that exist at the park as detailed in the letter from the United States Environmental Protection Agency (“EPA”) dated September 14, 2021, regarding the high levels of arsenic found in the water.

The County through its Department of Housing, Homelessness Prevention and Workforce Solutions (“HHPWS”) will be using these State Funds to address immediate short-term needs of residents at OMH and implementing a long-term strategy to expand the supply of affordable housing to provide options for the relocation of families from OMH. HHPWS will return to the Board for approval of project specific recommendations once it identifies potential projects to fund with State Funds.

The State Funds require that at least ninety-five percent (95%) of the funds be used for efforts to relocate the residents of OMH, including but not limited to, low interest loans for development of affordable housing, pre-development loans that result in development of affordable housing, emergency housing, and infrastructure to facilitate the development of affordable housing. The

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

remaining five percent (5%) may be used for program delivery costs, grant administration, and housing stability services.

HHPWS staff recommend adoption of Resolution No. 2021-195, acceptance and approval of the State Funds, approval of the form of the Standard Agreement for State Funds, and authorization for the Director of HHPWS, or designee, to execute the Standard Agreement, subject to approval as to form by County Counsel.

Impact on Residents and Businesses

State Funds will allow the County to provide safe and decent housing for residents at Oasis Mobile Home Park and other unpermitted mobile home parks who currently do not have access to safe drinking water.

Additional Fiscal Information

Activities funded will be 100% State-funded through the State budget allocation.

ATTACHMENTS:

- Resolution No. 2021-195
- Form of State of California Standard Agreement STD 213 and Exhibits A-C
- Schedule A (Budget Adjustment)


Brianna Lontajo, Principal Management Analyst

10/18/2021


Gregory L. Priamos, Director County Counsel

10/15/2021



October 25, 2021

Riverside County Board of Supervisors
4080 Lemon Street, 1st. Floor
Riverside, CA. 92501

Submitted Via Email

Re: Comments on Agenda Item 3.10

Dear Riverside County Board of Supervisors,

We support the County moving forward to accept and administer relocation funds from the Department of Housing and Community Development and are encouraged that the County is taking critical steps towards the relocation of Oasis Mobile Home Park (Oasis MHP) residents.

At the same time, it is absolutely critical that the County commit to regular, meaningful engagement and consultation with residents of Oasis MHP throughout the relocation process. Residents were instrumental in getting this funding from the state budget, and as they are the ones who are directly impacted by the decisions taken by this Board, it is imperative that they are explicitly a part of the relocation process.

Consequently, in the resolution approving this item, the County must commit to meaningful engagement and consultation with Oasis MHP residents and members of Juntos por un Mejor Oasis.

We additionally note that, while the \$30 million from the State budget should fund a significant portion of short and long-term relocation costs, there is likely a need to leverage other funding sources. We ask the County to commit funds from the American Rescue Plan Act to accelerate development of infrastructure and affordable housing needed for relocation of Oasis MHP residents.

Thank you for the opportunity to provide comment on this item, and for your commitment to relocating Oasis MHP residents in a way that meaningfully involves residents themselves in decision making.

Sincerely,

Nataly Escobedo Garcia
Leadership Counsel for Justice and Accountability

Juntos Por Un Mejor Oasis:

Jeanet Anaya
Jesus Garcia
Jose Vicente
Eugenia Quintero
Agustin Clemente
Pedro Cruz

Maria Diego
Teresa Chavez
Juanita Arroyo
Dora Limon
Blanca Estela Garcia
Maria Pantoja

Josefina Pantoja
Marisela Calihu
Irma Esteban
Pedro Zacarias
Cecilia Hernandez

10/26/21 3.10

Maxwell, Sue

From: Nataly Escobedo Garcia <ngarcia@leadershipcounsel.org>
Sent: Monday, October 25, 2021 1:42 PM
To: COB; District 4 Supervisor V. Manuel Perez; District5; District3; District2; Supervisor Jeffries - 1st District
Cc: Phoebe Seaton; Michael Claiborne; Veronica Garibay; Omar Gastelum; Lesly Figueroa
Subject: Comment Letter: RivCo BoS 10/26 Agenda Item 3.10
Attachments: Comments on Agenda Item 3.10_Oct26.pdf

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

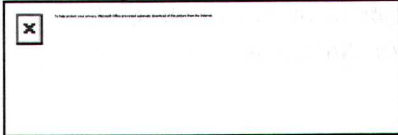
Good afternoon,

Attached are our comments and concerns regarding agenda item 3.10. If you have any questions, comments or concerns, please let me know.

Best,

--

Nataly Escobedo Garcia, MA | *Policy Coordinator - Water Programs*
Leadership Counsel for Justice and Accountability
C: 805-407-9800 | E: ngarcia@leadershipcounsel.org



[Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Instagram](#)

Pronouns: She/Her/Hers

Maxwell, Sue

From: cob@rivco.org
Sent: Monday, October 25, 2021 8:38 PM
To: COB; ogastelum@leadershipcounsel.org
Subject: Board comments web submission

CAUTION: This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Omar
Last Name: Gastelum
Phone: 7603936766
Email: ogastelum@leadershipcounsel.org
Agenda Date: 10/26/2021
Agenda Item # or Public Comment: 3.10

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20211026. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office**

2020 West El Camino Avenue, Suite 130, 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



September 1, 2021

County of Riverside
Heidi Marshall, Director
3403 10th Street, Suite 300
Riverside, CA 92501

Subject: 21-GFD-001

Dear Heidi Marshall:

Marked below is information/action(s) requested regarding the above Standard Agreement. Please note that this Agreement cannot be considered binding until it is approved and executed by all parties. No service(s) should be provided prior to Agreement execution, as the State is not obligated to make any payments on any agreement prior to final approval and execution.

For expeditious handling of the Agreement, the Department offers two options for returning the signed STD 213 Agreement page:

Option One: Standard Agreement (STD 213): Print and sign five copies of the STD 213. Do not send photocopies of signed STD 213 page(s). All five copies must be an original signature with wet, **BLUE INK**; do not return Exhibits to HCD. Maintain a copy of the complete Agreement for your contract file.

Option Two: Standard Agreement (STD 213): For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213. All signatures must be original and in **BLUE INK**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

**Return items 1 – 2 (as identified below) to the following address within
7 calendar days from the date of this letter:**

Department of Housing and Community Development (HCD)
Business and Contract Services Branch
2020 West El Camino Avenue, Suite 130
Sacramento, CA 95833
Attn: Norma Martinez

- 1) **Contractor Certification Clauses (CCC 04/2017):** This form must be completed and returned to HCD with the contract package. This certification legally binds the prospective Contractor to the clause(s) within the form under the laws of the State of California.
- 2) **California Civil Rights Laws Certification:** Pursuant to Public Contract Code section 2010, all contracts procured or amended over \$100,000 on or after January 1, 2017, must certify compliance with the California Civil Rights Laws and Employer Discriminatory Policies.

County of Riverside
21-GFD-001
Page 2 of 2

Respectfully,

Norma Martinez

Contracts Analyst
(916) 776-7669

SCHEDULE A
Housing, Homelessness Prevention and Workforce Solutions
Budget Adjustment
Fiscal Year 2021/2022

Increase in Appropriations:

21330-5501020000-525500	Salary Reimbursement	\$	350,000
21330-5501020000-536200	Contrib. To Non-County Agency	\$	14,550,000
21330-5501020000-537020	Interfnd Exp-Legal Services	\$	100,000

Increase in Estimated Revenues:

21330-5501020000-750340	CA-State Revenue	\$	15,000,000
-------------------------	------------------	----	------------

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2021-195

AUTHORIZING THE ACCEPTANCE AND ADMINISTRATION OF A \$30,000,000 GRANT FROM CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND AUTHORIZING THE DIRECTOR OF HOUSING, HOMELESSNESS PREVENTION & WORKFORCE SOLUTIONS, OR DESIGNEE, TO ENTER INTO AND EXECUTE THE STATE STANDARD AGREEMENT AND ANY REQUIRED DOCUMENTATION, AND AMENDMENTS THERETO, NECESSARY TO RECEIVE AND ADMINISTER THE GRANT

WHEREAS, the State of California (the "State"), pursuant to the 2021 Budget Act Section 2.00, as amended by Budget Bill Jr ("SB 129") Chapter 69, Section 57, allocated Thirty Million Dollars (\$30,000,000) to the County of Riverside for relocation efforts of residents of Oasis Mobile Home Park located in the County of Riverside ("State Funds"); and

WHEREAS, the State Funds provides a source of funding that the County of Riverside will use to provide emergency housing, develop quality affordable housing, and make infrastructure improvements in an effort to relocate the residents currently living at Oasis Mobile Home Park in Riverside County;

WHEREAS, the State of California is providing State Funds through its Department of Housing and Community Development ("HCD"), subject to the terms and conditions of the State of California Standard Agreement STD 213 SCO ID: 2240-21GFD001 between HCD and the County of Riverside ("Standard Agreement").

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, ("Board"), in regular session assembled on October 26, 2021, at 9:30 a.m. or soon thereafter, in the meeting room of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board does hereby determine and declare as follows:

1. That the Board of Supervisors hereby finds and declares that the above recitals are true and correct and incorporated as though set forth herein.
2. County of Riverside represents and certifies that it will use all such State Funds in a manner consistent and in compliance with the Standard Agreement and all applicable State and Federal statutes, rules, regulations, and laws, including and without limitation,

*RESOLUTION NO. 2021-195
Housing, Homelessness Prevention and Workforce Solutions*

OCT 26 2021 3.10

FORM APPROVED COUNTY COUNCIL
BY: AMRIT P. DHILLON
DATE: 10/15/2021

1 all rules and laws regarding the State Funds, as well as any and all contracts County may
2 have with HCD.

3 3. County of Riverside is hereby authorized and directed to receive the State Funds in a
4 total amount not to exceed \$30,000,000.00.

5 4. County of Riverside hereby agrees to use the State Funds for eligible activities as
6 approved by HCD and in accordance with the guidelines, other rules and laws, as well as
7 in a manner consistent and in compliance with the Standard Agreement, and the attached
8 exhibits, between the County of Riverside and HCD.

9 5. Pursuant to County of Riverside's certification in this resolution, the State Funds shall
10 be expended only for eligible activities and consistent with the Standard Agreement and
11 between the County of Riverside and HCD.

12 6. County of Riverside certifies that if State Funds are used to develop quality affordable
13 housing developments, the County of Riverside shall offer grant fund assistance in the
14 form of a low-interest, deferred loan to the project, and such loan shall be evidenced
15 through a promissory note secured by a deed of trust and a regulatory agreement that
16 shall restrict occupancy and rents in accordance with the County of Riverside's
17 approved underwriting of the project for a term of at least 55 years.

18 7. County of Riverside shall be subject to the terms and conditions as specified in the
19 Standard Agreement.

20 8. Heidi Marshall, Director of the Housing, Homelessness Prevention & Workforce
21 Solutions ("HHPWS"), or designees, Carrie Harmon, Assistant Director of HHPWS and
22 Michael Walsh, Deputy Director of HHPWS, are authorized to execute and submit the
23 Standard Agreement, attached hereto as Attachment No. 1, and all other subsequent and
24 necessary documents required by HCD, including but not limited to any subsequent
25 amendments or modifications thereto, subject to approval as to form by County Counsel.

2 **RESOLUTION 2021-195**

3 **AUTHORIZING THE ACCEPTANCE AND ADMINISTRATION OF A \$30,000,000**
4 **GRANT FROM CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY**
5 **DEVELOPMENT AND AUTHORIZING THE DIRECTOR OF HOUSING,**
6 **HOMELESSNESS PREVENTION & WORKFORCE SOLUTIONS, OR DESIGNEE, TO**
7 **ENTER INTO AND EXECUTE THE STATE STANDARD AGREEMENT AND ANY**
8 **REQUIRED DOCUMENTATION, AND AMENDMENTS THERETO, NECESSARY TO**
9 **RECEIVE AND ADMINISTER THE GRANT**

10 ADOPTED by Riverside County Board of Supervisors on October 26, 2021.

11 ROLL CALL:

12 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
13 Nays: None
14 Absent: None

15 The foregoing is certified to be a true copy of a resolution duly adopted by said Board o
16 Supervisors on the date therein set forth.

17 KECIA R. HARPER, Clerk of said Board

18 By: 
19 Deputy

20
21
22 10.26.2021 3.10
23
24
25

Attachment No. 1

(Form of State Standard Agreement)

Behind This Page

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-GFD-001	PURCHASING AUTHORITY NUMBER (If Applicable) 2240
---------------------------------------	--

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

12 months from the DGS Approval date

3. The maximum amount of this Agreement is:

\$30,000,000.00 Thirty Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	GTC 04/17
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 10th Street, Suite 300

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Melissa Cisneros

TITLE

Section Chief, Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FORM APPROVED COUNTY COUNSEL

BY: Amrit P. Dhillon 10/15/2021
AMRIT P. DHILLON DATE

FORM

EXHIBIT A

SCOPE OF WORK

1. Authority

This Scope of Work ("SOW") reflects the allocation of designated funding to the County of Riverside from the State of California for relocation of residents of the Oasis Mobile Home Park in Riverside County pursuant to the 2021 Budget Act Section 2.00, as amended by Budget Bill Jr ("SB 129") Chapter 69, Section 57, Item 2240-106-0001, Provision 3.

2. Purpose

In accordance with the authority cited above, the Department shall distribute \$30,000,000.00 to the County of Riverside.

3. Scope of Work

- A. The County of Riverside shall use \$30,000,000.00 of this funding to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis Mobile Home Park in Riverside County. The eligible uses of this funding include the following:
- a) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
 - b) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), and modular homes.
 - c) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - d) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - e) Homeownership opportunities, including, but not limited to, down payment assistance.
- B. The County shall use no more than five percent of the allocation for costs related to the administration of the activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible

EXHIBIT A

activities described in Section A above are “activity costs” and not subject to the cap on “administrative costs.”

4. Monitoring

The County of Riverside will maintain books, records, documents, and other evidence that demonstrates the funding was used to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis Mobile Home Park in Riverside County. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of three years.

5. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the “Effective Date”).
- B. This Agreement shall terminate on June 30, 2030.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS (Rev. 06/21)

The Budget Act of 2021

2240-106-0001—For local assistance, Department of Housing and Community Development 755,000,000

Schedule:

(1) 1665-Financial Assistance Program 655,000,000
(2) 1670-Housing Policy Development Program..... 100,000,000

Provisions:

(1,2, 4-7 omitted)

3. Of the amount appropriated in Schedule (1), \$30,000,000 is available to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis Mobile Home Park in Riverside County.

Conditions of Disbursement

Prior to receiving these Grant funds, the County of Riverside shall submit the following for the Department's approval:

- A. Government TIN Form, as applicable.
- B. The County of Riverside may request a disbursement of one hundred percent (100%) of total awarded Grant funds after executing the Standard Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed five percent (5%) of the Grant amount.
- C. A separate checking account for the Grant funds is not required. However, the County of Riverside shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible activities and accounted for in the annual report.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-GFD-001	PURCHASING AUTHORITY NUMBER (If Applicable) 2240
---------------------------------------	--

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

County of Riverside

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**

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

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

12 months from the DGS Approval date

3. The maximum amount of this Agreement is:

\$30,000,000.00 Thirty Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	GTC 04/17
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 10th Street, Suite 300

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Melissa Cisneros

TITLE

Section Chief, Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FORM APPROVED COUNTY COUNSEL

BY: APR 10/15/2021
AMRIT P. DHILLON DATE

FORM

EXHIBIT A

SCOPE OF WORK

1. Authority

This Scope of Work ("SOW") reflects the allocation of designated funding to the County of Riverside from the State of California for relocation of residents of the Oasis Mobile Home Park in Riverside County pursuant to the 2021 Budget Act Section 2.00, as amended by Budget Bill Jr ("SB 129") Chapter 69, Section 57, Item 2240-106-0001, Provision 3.

2. Purpose

In accordance with the authority cited above, the Department shall distribute \$30,000,000.00 to the County of Riverside.

3. Scope of Work

- A. The County of Riverside shall use \$30,000,000.00 of this funding to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis Mobile Home Park in Riverside County. The eligible uses of this funding include the following:
- a) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
 - b) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), and modular homes.
 - c) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - d) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - e) Homeownership opportunities, including, but not limited to, down payment assistance.
- B. The County shall use no more than five percent of the allocation for costs related to the administration of the activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible

EXHIBIT A

activities described in Section A above are “activity costs” and not subject to the cap on “administrative costs.”

4. Monitoring

The County of Riverside will maintain books, records, documents, and other evidence that demonstrates the funding was used to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis Mobile Home Park in Riverside County. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of three years.

5. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the “Effective Date”).
- B. This Agreement shall terminate on June 30, 2030.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS (Rev. 06/21)

The Budget Act of 2021

2240-106-0001—For local assistance, Department of Housing and Community Development 755,000,000

Schedule:

(1) 1665-Financial Assistance Program 655,000,000
(2) 1670-Housing Policy Development Program..... 100,000,000

Provisions:

(1,2, 4-7 omitted)

3. Of the amount appropriated in Schedule (1), \$30,000,000 is available to provide emergency housing, develop quality affordable housing, and construct necessary infrastructure to relocate residents of Oasis Mobile Home Park in Riverside County.

Conditions of Disbursement

Prior to receiving these Grant funds, the County of Riverside shall submit the following for the Department's approval:

- A. Government TIN Form, as applicable.
- B. The County of Riverside may request a disbursement of one hundred percent (100%) of total awarded Grant funds after executing the Standard Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed five percent (5%) of the Grant amount.
- C. A separate checking account for the Grant funds is not required. However, the County of Riverside shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible activities and accounted for in the annual report.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)