

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



ITEM: 3.10
(ID # 17526)

MEETING DATE:

Tuesday, November 16, 2021

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve Subrecipient Agreement #HHPWSCoC-0000041 and Covenant Agreement Template with Young Scholars for Academic Empowerment dba TruEvolution, Inc., for the 2020 Homeless Housing, Assistance and Prevention (HHAP) Program for TruEvolution's Project Legacy - Brockton Bungalows Project in the City of Riverside. District 2. [Total Cost: \$634,498 - 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Subrecipient Agreement #HHPWSCoC-0000041 and Covenant Agreement Template with Young Scholars For Academic Empowerment dba TruEvolution, Inc. for the 2020 Homeless Housing, Assistance, and Prevention (HHAP) Program – Capital Improvement Project, substantially conforming in form and substance to the attached agreements (Attachments A and B), to provide \$634,498.16 for TruEvolution's Project Legacy - Brockton Bungalows Project, effective May 13, 2021 through June 30, 2025;

Continued on page 2

ACTION:Policy


Heidi Marshall, Director 11/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 16, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, (HHPWS), or designee, to execute Subrecipient Agreement #HHPWSCoC-0000041 and the Covenant Agreement (“Agreements”) with Young Scholars For Academic Empowerment dba TruEvolution, Inc. on behalf of the County, based on the availability of funding and as approved as to form by County Counsel; and

3. Authorize the Director of HHPWS, or designee, charged with the responsibility of administering and implementing the Agreements and associated programs, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments to the Agreements that make modifications to the statement of work and stay within the intent of the Agreements; and (b) sign amendments to the compensation provisions of the Agreements, moving funds between the subrecipients not to exceed the total grant amount of the program, as set forth in the Grant Agreement and approved by the State of California Business, Consumer Services and Housing (BCSH) Agency.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|------------------------------------------|-----------------------------|--------------------------|-------------------------------|---------------------|
| COST | \$634,498 | \$ 0 | \$634,498 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% State Funds | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 21/22 | |

C.E.O. RECOMMENDATION: Approve

Prev. Agn. Ref: 12/15/2020, Item 3.19

BACKGROUND:

Summary

Pursuant to the provisions of Chapter 159, Statutes of 2019, as amended by Assembly Bill No. 101, and signed into law by Governor Gavin Newsom on July 31, 2019, the Homeless Coordinating and Financing Council (“HCFC”), which exists within the Business, Consumer Services and Housing Agency (“BCSH” or “Agency”) is to allocate a total of \$640,000,000, of which \$190,000,000 to Continuums of Care, \$275,000,000 to Large Cities (population of 300,000+), and \$175,000,000 to counties to support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Known as the Homeless Housing, Assistance and Prevention (HHAP) program, the grant allocation to each county is based on each county’s proportionate share of the total homeless population of the region served by the Continuum of Care (CoC) within which the county is located, based on the annual homeless point-in time count. As a result of Assembly Bill No. 101, the County, the Riverside County CoC, the City of Riverside, and the City of Palm Springs were allocated funds.

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Eligible activities under the HHAP program includes:

- Rental Assistance & Rapid Rehousing
- Operating Subsidies and Reserves
- Landlord Incentives
- Outreach and Coordination (including employment)
- Systems Support to Create Regional Partnerships
- Delivery of Permanent Housing and Innovative Solutions
- Prevention and Shelter Diversion to Permanent Housing
- New Navigation Centers and Emergency Shelters
- Strategic Homelessness Planning, Infrastructure Development, CES, and HMIS (up to 5%)
- Administrative (up to 7%)
- Homeless youth (at least 8%)

The Department of Housing Homelessness Prevention and Workforce Solutions (HHPWS) has been designated by the County of Riverside and Riverside County Continuum of Care (CoC) as the Administrative Entity (AE) to administer 2020 Homeless Housing, Assistance and Prevention (HHAP) Program funds provided by the BCSH. HHAP provides one-time flexible block grant funds to the continuums of care, large cities (populations of 300,000+) and counties to support regional coordination and expand or develop local capacity to address immediate homelessness challenges. An application for HHAP was submitted on February 15th, 2020 and on April 14th, 2020, the Continuum of Care (CoC) was awarded a HHAP grant in the amount of \$3,311,372.74.

The Riverside County CoC Board of Governance (BoG) is comprised of elected members who advocate and prepare funding recommendations to the Riverside County Board of Supervisors (BOS). On December 15, 2020, the Riverside County BOS approved funding recommendations made by the Riverside County CoC BoG to support regional coordination and expand or develop local capacity to address immediate homelessness challenges.

Impact on Residents and Businesses

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, families, and individuals in Riverside County.

Required Allocations and Limits

This is new funding allocated to the Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) under the provisions of Chapter 159, Statutes of 2019, as amended by Assembly Bill No. 101, and signed into law by Governor Gavin Newsom on July 31, 2019. Costs are based on existing County rates for service.

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Health & Safety Code section 50218(b) mandates that at least 8% of the funds must be used for services for homeless youth populations. Under Health & Safety Code section 50219(d) and (e), up to 5% of the funding may be used for Strategic Homelessness Planning and up to 7% for program administration costs, respectively.

Although the HHAP funding may be spent over five years, staff recommends aggressive use of funding to mitigate the impact of the current COVID-19 health and economic crisis. Eligible expenditures after July 1, 2019, but before the Grant Agreement start date, may be approved for reimbursement by the state as part of the County's allocation.

Contract History and Price Reasonableness

On December 2, 2020, the Board of Governance (BoG) approved \$634,498.16 in Homeless Housing, Assistance and Prevention (HHAP) Grant Program Round 1 funding to support operating costs towards TruEvolution's Project Legacy – Brockton Bungalows Project located at 4132 University Avenue, Riverside, CA 92501. TruEvolution requested a change to the eligible use category from "Operating Subsidies" to "Permanent Housing and Innovative Solutions" which allows for capital improvement activities and expenses. This change is needed as the project has received additional funding from other sources to cover costs toward its operations. Changing the eligible use category will ensure that any rehabilitation costs to carry the project forward can be billed towards the HHAP award.

The program's permanent supporting housing model will continue to serve LGBTQ+, transitional-aged youth (ages 18-25), vulnerable/at-risk seniors and people living with HIV. The project will serve 400 homeless clients during the spending period 12/2021 – 6/30/2025.


On May 13, 2021, the Board of Governance (BoG) approved the change in eligible use category of \$634,498.16 from Operating Subsidies to Permanent Housing and Innovative Solutions for TruEvolution's Project Legacy – Brockton Bungalow Project.

ATTACHMENTS:

- **ATTACHMENT A:** Subrecipient Agreement for the 2020 Homeless Housing, Assistance and Prevention (HHAP) Capital Improvement Project with Young Scholars For Academic Empowerment dba TruEvolution, Inc.

- **ATTACHMENT B:** Covenant Agreement Template

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Gregory F. Priamos, Director County Counsel 11/3/2021

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

HHPWSCOC-0000041

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

SUBRECIPIENT AGREEMENT

**FOR THE 2020 HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP)
PROGRAM
CAPITAL IMPROVEMENT PROJECTS**

This SUBRECIPIENT AGREEMENT FOR THE 2020 HOMELESS HOUSING, ASSISTANCE, and PREVENTION (HHAP) PROGRAM CAPITAL IMPROVEMENT PROJECTS ("AGREEMENT") is made and entered into effective the 13 day of May, 2021, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") and YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT dba TRUEEVOLUTION, INC., a California nonprofit corporation, ("SUBRECIPIENT"). COUNTY and SUBRECIPIENT are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention Program (PROGRAM), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

WHEREAS, HHAP provides one-time block grant funds to Continuums of Care, cities with populations of 300,000 or more, and Counties to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges; and,

WHEREAS, the COUNTY has been designated as the Administrative Entity to provide coordination and administration of the County of Riverside Continuum of Care ("CoC");

WHEREAS, on March 30, 2020, the COUNTY received notice from BCSH that the COUNTY was awarded \$3,311,372.74 in HHAP funds; and,

WHEREAS, the COUNTY entered into Standard Agreement Number 20-HHAP-00009 with the State of California to receive three million, three hundred eleven thousand, three hundred seventy-two dollars and seventy-four cents (\$3,311,372.74) of HHAP funds; and,

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of HHAP funds that are consistent with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions including, but not limited to, Section 50219 (c)(1-8) of the Health and Safety Code, for one or more of the following eligible expenditures: (1) Rental assistance and rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees); (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need; and,

WHEREAS, SUBRECIPIENT is a nonprofit organization and the owner of real property more commonly known as 4132 University Avenue (Parcel 1) [APN 214-292-005] and 4145 9th Street (Parcel 5) [APN 214-292-013], Riverside, CA 92501 (collectively, "PROPERTY"); and,

WHEREAS, SUBRECIPIENT has submitted a proposal to the COUNTY for capital improvements to the PROPERTY and will enter into an agreement with a contractor(s) ("Contractor(s)") to make such capital improvements to the PROPERTY; and,

WHEREAS, the capital improvements to the PROPERTY will assist the COUNTY in addressing the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the CoC; and,

WHEREAS, SUBRECIPIENT wishes to receive HHAP funds to pay for the capital improvements to the PROPERTY; and,

WHEREAS, the Parties desire to enter in this AGREEMENT to provide for the grant of HHAP funds by COUNTY to SUBRECIPIENT for the capital improvements to the PROPERTY as more specifically set forth below;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual

covenants and conditions herein after set forth, the SUBRECIPIENT and COUNTY hereby agree as follows:

- 1) **INCORPORATION OF RECITALS.** COUNTY and SUBRECIPIENT acknowledge and agree that the above recitals are true and correct and are hereby made part of this AGREEMENT.
- 2) **PURPOSE OF AGREEMENT.** The purpose of this AGREEMENT is to set forth the terms and conditions by which COUNTY will grant up to \$634,498.16 in HHAP funds (“HHAP GRANT”) for capital improvements to the PROPERTY upon the terms and conditions set forth herein and in the Scope of Work and Schedule of Performance attached hereto as Exhibits “B” and “C” and incorporated herein by this reference (“WORK”).
- 3) **TERM OF AGREEMENT.** This Agreement shall be effective May 13, 2021 (“Effective Date”) and continues in effect through June 30, 2025, unless terminated earlier as provided herein.
- 4) **SCOPE OF WORK AND SCHEDULE OF PERFORMANCE.** SUBRECIPIENT shall cause the WORK to be performed pursuant to this AGREEMENT at the PROPERTY.
 - a) Both COUNTY and SUBRECIPIENT have reviewed and approved the WORK to be performed to the PROPERTY pursuant to this AGREEMENT (Exhibits “B” and “C”); and
 - b) The PROPERTY shall be improved in accordance with and within the limitations established in the WORK (Exhibits “B” and “C”) and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT, and any and all permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.
- 5) **HHAP GRANT TERMS.** The HHAP GRANT from the COUNTY to the SUBRECIPIENT shall be used to pay for costs associated with the WORK.
 - a) **Expenditure of HHAP GRANT.** SUBRECIPIENT agrees that one hundred percent (100%) of the HHAP GRANT must be expended by June 30, 2025. “Expended” means that all HHAP funds that have been obligated have been fully paid and receipted, and no invoices remain outstanding. Any part of the HHAP GRANT paid to SUBRECIPIENT, but not expended by that date shall be returned to COUNTY within ten (10) calendar days to be returned to BCSH.

- b) HHAP GRANT Amount. The amount of the HHAP GRANT shall not exceed the maximum total amount of \$634,498.16, including all expenses. SUBRECIPIENT agrees and acknowledges that the HHAP GRANT amount is intended to cover the total costs of the WORK. However, in the event the total cost of the WORK exceeds the HHAP GRANT amount, SUBRECIPIENT shall be responsible for payment of any such amounts in excess of the HHAP GRANT amount for the WORK. COUNTY shall not be responsible for any amounts greater than the HHAP GRANT amount.
- c) Disbursement of HHAP GRANT. The HHAP GRANT shall be disbursed to the SUBRECIPIENT pursuant to the process set out in section 9 below.
- d) Advances. COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the HHAP GRANT upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall complete the 2076A form and 2076B form (Exhibit "F"). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. *HHPWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.*

SUBRECIPIENT shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the SUBRECIPIENT for the deposit of HHAP funds, along with any interest-bearing accounts opened by SUBRECIPIENT's Contractor(s), including subcontractors, for the deposit of HHAP funds, must be used for HHAP-eligible activities.

- e) Sufficiency of Funds. The obligation of COUNTY for payment of the HHAP GRANT under this AGREEMENT is contingent upon and limited by the availability of funding from which payment can be made. This AGREEMENT is valid and enforceable only if sufficient funds are made available by legislative appropriation. In addition, this AGREEMENT is subject to any other additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal

or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this AGREEMENT in any manner. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing and this AGREEMENT shall be deemed terminated and be of no further force or effect. In the event the funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this AGREEMENT or to amend this AGREEMENT to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

- f) **Covenant Agreement.** In consideration for the HHAP GRANT, SUBRECIPIENT agrees to be bound by the covenants, conditions, and restrictions set forth in the covenant agreement, attached hereto as Exhibit "H" and incorporated herein by this reference ("COVENANT AGREEMENT"). As a condition precedent to the COUNTY's disbursement of the HHAP GRANT, SUBRECIPIENT shall execute and record in the Official Records, the COVENANT AGREEMENT. The COVENANT AGREEMENT sets forth, among other things, use restrictions, transfer restrictions, maintenance obligations, and non-discrimination covenants. The COVENANT AGREEMENT shall run with the land in favor of the COUNTY and shall remain in effect for the term set forth in the COVENANT AGREEMENT. A breach of the COVENANT AGREEMENT shall be a material breach of this AGREEMENT. This provision shall survive the termination and expiration of this AGREEMENT.
- 6) **NOTICE TO PROCEED.** SUBRECIPIENT shall not execute a contract with the Contractor(s), prior to receiving written authorization from COUNTY to proceed ("Notice to Proceed").

7) CONTRACT WITH CONTRACTOR(S).

- a) After receiving the Notice to Proceed, SUBRECIPIENT shall promptly enter into a contract with the Contractor(s).
- b) SUBRECIPIENT shall ensure that the Contractor(s) are skilled in the professional calling necessary to perform the WORK and have the requisite experience and knowledge necessary to perform the WORK. SUBRECIPIENT shall ensure that the Contractor(s) perform the WORK in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. SUBRECIPIENT shall verify that Contractor(s) possesses current and valid licenses and certifications in compliance with any local, State, and Federal laws and regulations relative to the WORK to be performed and that the WORK will be performed by properly trained and licensed staff.
- c) SUBRECIPIENT shall require the WORK to be carried out in compliance with all applicable laws, including, but not limited to, all State and Federal laws, rules, and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP, the SUBRECIPIENT, the SUBRECIPIENT's Contractor(s), including subcontractors, and the WORK. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall ensure that the Contractor(s) complies with the more restrictive law or regulation.
- d) SUBRECIPIENT shall ensure that Contractor(s) will complete the WORK in accordance with the expenditure deadlines set forth in this AGREEMENT.

8) PRE-CONSTRUCTION CONFERENCE. After entering into a contract with the Contractor(s), SUBRECIPIENT shall coordinate a pre-construction conference between COUNTY, SUBRECIPIENT and the Contractor(s) to review the finalized labor and materials needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually agreed upon by COUNTY and SUBRECIPIENT.

9) DISBURSEMENT OF FUNDS.

- a) The COUNTY shall pay to the SUBRECIPIENT the HHAP GRANT amount on a

reimbursable basis for all COUNTY-approved costs in accordance with the line item budget attached hereto as Exhibit “A” and incorporated herein by this reference. The SUBRECIPIENT shall submit to COUNTY, not more often than monthly, a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure statement and reimburse the SUBRECIPIENT for the COUNTY-approved costs in accordance with its usual accounting procedures. The COUNTY may require from SUBRECIPIENT such supporting documentation as may be necessary and appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of the HHAP GRANT shall be made within forty-five (45) days after SUBRECIPIENT has submitted to the COUNTY a complete and written approved statement of expenditures. COUNTY has the authority to withhold disbursements of the HHAP GRANT under this AGREEMENT pending a final determination by COUNTY of questioned expenditures. In the event BCSH or the COUNTY determines any expenditures claimed by SUBRECIPIENT and paid by COUNTY were ineligible for HHAP funding, the SUBRECIPIENT shall reimburse the COUNTY the amount of the expenditures reimbursed and so disallowed and/or COUNTY may deduct and retain the amount of the expenditures reimbursed and so disallowed from any amount owed to SUBRECIPIENT. For this AGREEMENT, SUBRECIPIENT shall send the expenditure statements to:

Housing, Homelessness Prevention and Workforce Solutions

3403 10th Street, Suite 300

Riverside, CA 92501

- b) COUNTY shall retain five percent (5%) of the HHAP GRANT amount until completion of the WORK as determined by COUNTY. The term “completion” shall mean the point in time when all of the following shall have occurred: (1) the PROPERTY has been improved in accordance with this AGREEMENT, including the Scope of Work, and (2) COUNTY and SUBRECIPIENT have inspected and accepted the WORK as completed by the Contractor(s) in accordance with section

10 below.

- 10) **INSPECTION OF COMPLETED WORK.** Without limiting COUNTY's disclaimer of responsibility for the WORK, upon completion of the WORK, COUNTY and SUBRECIPIENT shall inspect the WORK completed by the Contractor(s). Upon inspection and acceptance of the completed WORK by SUBRECIPIENT and COUNTY, COUNTY shall make final payment to SUBRECIPIENT in accordance with section 9 above.
- 11) **WARRANTY FOR CAPITAL IMPROVEMENTS.** SUBRECIPIENT acknowledges and agrees that its Contractor(s) shall be required to provide a minimum of one (1) year warranty and guarantee for all labor and a minimum manufacturer's warranty and guarantee for all material installed.
- 12) **CONTRACTOR(S) IS RESPONSIBLE FOR ALL WORK.** Notwithstanding anything to the contrary contained herein, the COUNTY neither undertakes nor assumes nor has any responsibility or duty to SUBRECIPIENT or to any third party to review, inspect, supervise, pass judgment upon or inform SUBRECIPIENT or any third party of any matter in connection with the WORK, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the PROPERTY, any person furnishing the same, or otherwise. SUBRECIPIENT and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to SUBRECIPIENT or to any third party by the COUNTY in connection with such matter is for the public purpose of improving the PROPERTY, and neither SUBRECIPIENT nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the WORK of construction, or improvement of the PROPERTY. In the event some part of the WORK completed fails to give SUBRECIPIENT satisfaction, SUBRECIPIENT acknowledges and agrees that the Contractor(s) is the party responsible for all warranty repairs, not the COUNTY. SUBRECIPIENT shall contact the Contractor(s) for any assistance in connection with the aforementioned matters. SUBRECIPIENT acknowledges and agrees to make every effort to notify the Contractor(s) in the event SUBRECIPIENT is not satisfied with the WORK and give the Contractor(s) a reasonable opportunity to correct the problem. Should the Contractor(s) be unresponsive, SUBRECIPIENT shall have the right to pursue corrective action through the State of California, Contractor's License Board, in addition

to any other remedies available to SUBRECIPIENT in law or equity.

13) RIGHTS OF ACCESS. Commencing upon the Effective Date, representatives of the COUNTY shall have the reasonable right of access to the PROPERTY, upon 24 hours' written notice to SUBRECIPIENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, during normal construction hours during the period of construction for the purposes of, including, but not limited to, the general inspection of the WORK being performed related to this AGREEMENT.

14) SUBRECIPIENT CERTIFICATIONS: The SUBRECIPIENT certifies the following:

- a) SUBRECIPIENT provided true and accurate information on proposals to COUNTY and has not misrepresented SUBRECIPIENT's eligibility for the HHAP GRANT;
- b) SUBRECIPIENT has notified its insurance company about the WORK to be performed pursuant to this AGREEMENT; and
- c) SUBRECIPIENT hereby represents and warrants that neither the execution and delivery of this AGREEMENT, including any attachments hereto or documents related to this AGREEMENT nor the incurrence of the SUBRECIPIENT's obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which SUBRECIPIENT is a party.

15) SUBRECIPIENT DUTIES. In addition to the SUBRECIPIENT obligations set forth in this AGREEMENT, SUBRECIPIENT shall adhere to the following:

- a) SUBRECIPIENT, at all times, shall cooperate with COUNTY and Contractor(s);
and
- b) SUBRECIPIENT shall not materially change or amend the WORK without written consent of the COUNTY.

16) TERMINATION.

- a) The Parties may, at any time, mutually agree to terminate this AGREEMENT, in whole or in part, without cause upon giving written notice stating the extent and effective date of termination.
- b) COUNTY may, at any time, upon fourteen (14) calendar days written notice, terminate this AGREEMENT for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this AGREEMENT, or fails to make progress that may endanger performance and does not cure such failure within a period of not less than fifteen (15) days. Cause shall include, but is not limited to:
 - i) SUBRECIPIENT's violation of any terms or conditions of this AGREEMENT, Standard Agreement No. 20-HHAP-00009 which is attached hereto and incorporated herein as Exhibit "G," or the COVENANT AGREEMENT;
 - ii) SUBRECIPIENT's use of, or SUBRECIPIENT permitting the use of HHAP funds provided under this AGREEMENT for any ineligible activities;
 - iii) SUBRECIPIENT's failure to comply with the deadlines set forth in this AGREEMENT or Standard Agreement No. 20-HHAP-00009;
 - iv) SUBRECIPIENT's violation of any federal or state laws or regulations; or
 - v) Withdrawal of BCSH's expenditure authority.
- c) After receipt of the notice of termination, SUBRECIPIENT shall within ten (10) calendar days of the notice of termination, return all unexpended HHAP funds received by SUBRECIPIENT to COUNTY.
- d) After termination, COUNTY shall make payment only for the WORK properly performed up to the date of termination in accordance with this AGREEMENT.
- e) In addition to the other remedies that may be available to COUNTY in law or equity for breach of this AGREEMENT, COUNTY may:
 - i) Bar the SUBRECIPIENT from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
 - iii) Require repayment of HHAP funds disbursed and expended under this AGREEMENT;

- iv) Require the immediate return to COUNTY of all funds derived from the use of HHAP funds including, but not limited to recaptured funds and returned funds;
 - v) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements; and
 - vi) Seek such other remedies as may be available under this AGREEMENT or any law.
- f) SUBRECIPIENT's rights under this AGREEMENT shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this AGREEMENT by SUBRECIPIENT; or in the event of SUBRECIPIENT's unwillingness or inability, for any reason whatsoever, to materially perform the terms of this AGREEMENT. In such an event, SUBRECIPIENT shall not be entitled to any further compensation under this AGREEMENT.
- g) The rights and remedies of COUNTY provided in this section shall be cumulative and not exclusive and are in addition to any other rights or remedies provided by law or this AGREEMENT.

17) HOLD HARMLESS AND INDEMNIFICATION.

- a) SUBRECIPIENT shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, action, claim, or damage whatsoever, based or asserted upon any services provided or actions caused by SUBRECIPIENT, its officers, employees, subcontractors, agents, or representatives, or Contractor(s), their officers, employees, subcontractors, agents, or representatives, arising out of or in any way relating to this AGREEMENT, including but not limited to property damage, bodily injury, death or any other element of any kind or nature whatsoever resulting from any service related to the WORK provided by SUBRECIPIENT or Contractor(s), their officers, employees, subcontractors, agents, or representatives;

SUBRECIPIENT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards) the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts, omissions, or services.

- b) With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to COUNTY as set forth herein.
- c) SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- d) The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the COUNTY herein from third party claims. The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this AGREEMENT.

18) INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this AGREEMENT. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

a) Property Insurance:

SUBRECIPIENT shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the term of this

AGREEMENT. SUBRECIPIENT shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the replacement value of the PROPERTY.

b) Workers' Compensation:

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

c) Commercial General Liability:

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

d) Vehicle Liability:

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

e) All Risk Builder's Insurance:

SUBRECIPIENT shall cause its Contractor(s) to procure all risk builder's insurance

for the duration of the WORK to be performed to the PROPERTY. Contractor(s) shall provide a policy of builder's all risk (course of construction) insurance coverage including (if the WORK is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the SUBRECIPIENT, Contractor and every subcontractor, of every tier, for the duration of the WORK to be performed to the PROPERTY, including property to be used in the construction of the WORK while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor(s) or others, evidence of such separate coverage shall be provided to SUBRECIPIENT prior to the start of the WORK. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the WORK. Contractor(s) shall be responsible for any and all deductibles under such policy. Upon request by COUNTY, SUBRECIPIENT shall cause its Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

f) Professional Liability:

If applicable, SUBRECIPIENT shall cause its Contractor(s) to procure and maintain Professional Liability Insurance providing coverage for the Contractor's performance of WORK included within this AGREEMENT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this AGREEMENT and SUBRECIPIENT shall cause Contractor(s) to purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this AGREEMENT; or 3)

demonstrate through Certificates of Insurance that Contractor(s) has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) shall continue as long as the law allows.

g) General Insurance Provisions - All lines:

- i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii) The SUBRECIPIENT must declare its insurance self-insured retentions for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this AGREEMENT with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii) SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of

such insurance.

- iv) In the event of a material modification, cancellation, expiration, or reduction in coverage, this AGREEMENT shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- v) It is understood and agreed to by the Parties hereto that the SUBRECIPIENT's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- vi) If, during the term of this AGREEMENT or any extension thereof, there is a material change in the WORK; or, there is a material change in the equipment to be used in the performance of the WORK; or, the term of this AGREEMENT, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this AGREEMENT, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- vii) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors, including Contractor(s), working under this AGREEMENT.
- viii) The insurance requirements contained in this AGREEMENT may be met with

a program(s) of self-insurance acceptable to the COUNTY.

ix) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this AGREEMENT.

19) INDEPENDENT CAPACITY. SUBRECIPIENT shall act at all times in an independent capacity during the term of this AGREEMENT, and shall not act as, shall not be, nor shall in any manner be construed or deemed to be agents, officers, or employees of COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents and subcontractor's, including Contractor(s)) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; the SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the Parties hereto, or cause COUNTY to be responsible in any way for the debts or obligations of SUBRECIPIENT, or any other party. It is further understood and agreed by the Parties that the SUBRECIPIENT in the performance of this AGREEMENT is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

20) NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other Party pursuant to this AGREEMENT shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt

requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective Parties as follows (or at such other address as COUNTY may designate in writing to SUBRECIPIENT and SUBRECIPIENT may designate in writing to COUNTY pursuant to this section):

| <u>COUNTY</u> | <u>SUBRECIPIENT</u> |
|-----------------------------------------------|-------------------------------------------------------------------------|
| <u>HHPWS</u> | <u>Young Scholars For Academic Empowerment</u> dba TruEvolution Inc. |
| <u>Heidi Marshall, Director</u> | <u>Attn: Gabriel Maldonado, CEO</u> |
| <u>3403 10th Street, Suite 300</u> | <u>4164 Brockton Avenue, Suite A</u> |
| <u>Riverside, CA 92501</u> | <u>Riverside, CA 92501</u> |

21) RECORDS, INSPECTIONS, AND AUDITS

- a) All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this AGREEMENT, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting the SUBRECIPIENT's and/or the Contractor's(s') performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT and/or Contractor self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this AGREEMENT and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of WORK under this AGREEMENT and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's and/or Contractor's(s') performance at any time, upon reasonable notice to the SUBRECIPIENT.
- b) SUBRECIPIENT agrees that COUNTY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this AGREEMENT. SUBRECIPIENT agrees to provide COUNTY, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, BCSH, or their designees, access to its

premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), HHAP program guidance document published on the website, and this AGREEMENT. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this AGREEMENT. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

- c) COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.
- i) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - ii) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - iii) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - iv) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

22) HOMELESS MANAGEMENT INFORMATION SYSTEM. SUBRECIPIENT agrees to provide COUNTY and BCSH access to Homeless Management Information System (HMIS)

data collected and entered into SUBRECIPIENT's HMIS, in the event that such data is collected by SUBRECIPIENT, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

23) REPORTING REQUIREMENTS.

- a) SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports and quarterly expenditure reports to BCSH. The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by COUNTY or BCSH:
 - i. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
 - ii. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
 - iii. The type of housing assistance provided, broken out by the number of individuals.
 - iv. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
 - v. Number of Instances of Service.
 - vi. Increases in capacity for new and existing programs.
 - vii. The number of unsheltered homeless individuals becoming sheltered.
 - viii. The number of homeless persons entering permanent housing.
- c) Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing,

outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

- i) Chronically Homeless
- ii) Homeless veterans
- iii) Unaccompanied Homeless Youth
- iv) Homeless persons in families with children

d) SUBRECIPIENT will also be asked to comment on the following:

- i) Progress made toward local homelessness goals.
- ii) The alignment between HHAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
- iii) Any other effects from HHAP funding that the SUBRECIPIENT would like to share (optional).

e) COUNTY may require additional supplemental reporting with written notice to SUBRECIPIENT.

24) CORE COMPONENTS OF HOUSING FIRST. SUBRECIPIENT shall ensure that any housing-related activities funded with HHAP funds, including, but not limited to, emergency shelter, rapid re-housing, rental assistance, transitional housing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

25) COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES, AND REGULATIONS.

a) By executing this AGREEMENT, SUBRECIPIENT agrees to comply with all applicable State and Federal laws, rules, and regulations that pertain to construction including housing and building codes, as applicable, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT’s subcontractors, including Contractor(s), and the WORK. SUBRECIPIENT shall comply with all applicable COUNTY

policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

- b) SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for the WORK under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the WORK. It is the responsibility of SUBRECIPIENT, without cost to COUNTY, to ensure that all applicable local jurisdiction land use requirements will permit the WORK to the PROPERTY and the use, operation, and maintenance of such improvements in accordance with the provisions of this AGREEMENT. Nothing contained herein shall be deemed to entitle SUBRECIPIENT to any local jurisdiction or COUNTY permit or other local jurisdiction or COUNTY approval necessary for the WORK to the PROPERTY, or waive any applicable local jurisdiction or COUNTY requirements relating thereto. This AGREEMENT does not (a) grant any land use entitlement to SUBRECIPIENT, (b) supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in connection with approval of the WORK described herein, (c) guarantee to SUBRECIPIENT or any other party any profits from the WORK to the PROPERTY, or (d) amend any local jurisdiction or COUNTY laws, codes, or rules. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY and BCSH upon request.

26) LABOR CODE – PREVAILING WAGE. The Homeless Coordinating and Financing Council (HCFC) considers HHAP funds to be “public funds” as that term is used in Labor Code section 1720. SUBRECIPIENT is aware of the requirements of California Labor Code sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, SUBRECIPIENT agrees to fully comply with and to require any contractors or subcontractors to fully comply with such Prevailing Wage Laws. SUBRECIPIENT and its

contractor(s) shall comply with all applicable requirements of the California Labor Code including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The Parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the Parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes SUBRECIPIENT's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes SUBRECIPIENT's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." SUBRECIPIENT and its contractors and subcontractors shall comply with the provisions of Section 1777.5 of the Labor Code regarding apprentices. Contractor shall post at each job site during the course of the work a copy of the relevant "Determination of Prevailing Wage Rates", copies of said Determination are available from SUBRECIPIENT and its contractor(s) for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

27) PUBLICITY. SUBRECIPIENT shall send COUNTY a copy of any press releases generated by SUBRECIPIENT for the WORK pursuant to this AGREEMENT, during the term of this AGREEMENT.

28) PROHIBITION AGAINST CONFLICTS OF INTEREST.

- a) SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's

performance under this AGREEMENT. SUBRECIPIENT further covenants that no person or subcontractor, including Contractor(s), having any such interest shall be employed or retained by SUBRECIPIENT under this AGREEMENT. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

- b) SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this AGREEMENT.
- c) SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- d) SUBRECIPIENT and Contractor, including, their officers, employees, subcontractors, agents, or representatives shall comply with all applicable provisions of Federal and State laws pertaining to conflict of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.
- e) No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HHAP funds if a conflict of interest, real or apparent, would be involved.
- f) No covered persons who exercise or have exercised any functions or responsibilities with respect to HHAP funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HHAP funded activity, or with respect to the proceeds from the HHAP funded activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or

appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

- g) Prior to any funding under this AGREEMENT, SUBRECIPIENT shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the HHAP funded activities under this AGREEMENT. SUBRECIPIENT shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict, that may arise with respect to the HHAP funded activities under this AGREEMENT.
- h) Any violation of this section shall be deemed a material breach of this AGREEMENT, and the AGREEMENT shall be immediately terminated by the COUNTY.
- i) SUBRECIPIENT including, its officers, employees, subcontractors, agents, or representatives shall comply with all applicable conflict of interest provisions set forth in Standard Agreement 20-HHAP-0009 (Exhibit "G"), including but not limited to the following: All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county." Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

i) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.)

ii) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

29) DRUG FREE WORKPLACE CERTIFICATION. By signing this AGREEMENT, SUBRECIPIENT, and its subcontractors, including Contractor(s), hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this AGREEMENT:

- a. Will receive a copy of SUBRECIPIENT's drug-free policy statement; and,
 - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or subcontract.
- d) SUBRECIPIENT shall include this provision in its contract with all Contractor(s) and subcontractors.

30) CHILD SUPPORT COMPLIANCE ACT.

- a) By signing this AGREEMENT, the SUBRECIPIENT acknowledges 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.
- b) By signing this AGREEMENT, the SUBRECIPIENT certifies, to the best of its knowledge, it 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 (EDD).
- c) In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this AGREEMENT. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site

at www.edd.ca.gov.

- d) SUBRECIPIENT shall include this provision in its contract with all Contractor(s) and subcontractors.

31) EMPLOYMENT PRACTICES.

- a) SUBRECIPIENT and its subcontractors, including Contractor(s), shall comply with all federal and state statutes and regulations in the hiring of its employees.
- b) SUBRECIPIENT agrees to abide by and include in any contracts to perform the WORK under this AGREEMENT with its Contractor(s), the following clause: “During the performance of this AGREEMENT, SUBRECIPIENT and its Contractor(s) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its Contractor(s) shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its Contractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 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. SUBRECIPIENT and its Contractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.”
- c) In the provision of benefits, SUBRECIPIENT and its subcontractors, including Contractor(s), shall certify and comply with Public Contract Code 10295.3 and not

discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, “domestic partner” means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

- d) By signing this AGREEMENT or accepting funds under this AGREEMENT, SUBRECIPIENT and its subcontractors, including Contractor(s), shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Department of Labor regulations (41 CFR Chapter 60).

32) CIVIL RIGHTS COMPLIANCE.

- a) Assurance of Compliance

SUBRECIPIENT shall complete the “Assurance of Compliance with the Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs,” attached as Exhibit “E.” SUBRECIPIENT will sign and date Exhibit “E” and return it to COUNTY along with the executed AGREEMENT. SUBRECIPIENT shall ensure that any services or performance by SUBRECIPIENT or its Contractor(s) are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

- b) Client Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel. SUBRECIPIENT must distribute to social service clients that apply for and receive services, “Your Rights Under California Welfare Programs” brochure (Publication 13). For copies of this brochure, visit the following website at: <http://www.cdss.ca.gov/inforesources/Civil->

[Rights/Your-Rights-Under-California-Welfare-Programs](#)

Civil Rights Complaints should be referred to:

Civil Rights Coordinator

Riverside County Housing, Homelessness Prevention and Workforce Solutions

3403 10th Street, Suite 300

Riverside, CA 92501

c) Services, Benefits and Facilities

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- i) Denying a participant any service or benefit or availability of a facility.
- ii) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- iii) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d) Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers

shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

32) DISPUTES. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the COUNTY and SUBRECIPIENT. The SUBRECIPIENT shall proceed diligently with the performance of this AGREEMENT pending resolution of a dispute. Prior to the filing of any legal action related to this AGREEMENT, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second session shall be required if the first session is not successful. The Parties shall share equally the cost of the mediations.

33) INTERPRETATION; GOVERNING LAW; JURISDICTION AND VENUE. This AGREEMENT and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This AGREEMENT shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this AGREEMENT; all Parties have been represented by counsel in the negotiation and preparation hereof. The Parties agree that any action at law or in equity arising under this AGREEMENT or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this AGREEMENT shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

34) WAIVER. Waiver of any provision of this AGREEMENT must be in writing and signed by the authorized representatives of the Parties. 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 of the same or of any other term of this AGREEMENT. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this

AGREEMENT shall not be construed as in any manner changing the terms or preventing COUNTY from enforcing the terms of this AGREEMENT. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

- 35) **ASSIGNMENT.** SUBRECIPIENT shall not delegate or assign any interest in this AGREEMENT, whether by operation of law or otherwise, without the prior written consent of COUNTY and a formal amendment to this AGREEMENT to affect such delegation or assignment. Any attempt to delegate or assign any interest herein without the prior written consent of COUNTY shall be deemed void and of no force or effect.
- 36) **BINDING EFFECT.** This AGREEMENT, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. All covenants and agreements of SUBRECIPIENT shall be joint and several.
- 37) **NO THIRD-PARTY BENEFICIARIES.** The Parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and SUBRECIPIENT, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 38) **FURTHER ASSURANCES.** The SUBRECIPIENT shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this AGREEMENT.
- 39) **MINISTERIAL ACTS.** The COUNTY officer charged with the responsibility of administering and implementing the HHAP agreements, is authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this AGREEMENT as it may be amended from time to time.
- 40) **ENTIRE AGREEMENT.** It is expressly agreed that this AGREEMENT, including any attachments or exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. Each of the

attachments and exhibits attached hereto is incorporated herein by this reference.

41) SEVERABILITY. Each paragraph and provision of this AGREEMENT is severable from each other provision, and in the event any provision in this AGREEMENT, or part thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

42) MODIFICATIONS OR AMENDMENTS. This AGREEMENT shall be modified or amended only by a written amendment signed by the duly authorized and empowered representatives of both the COUNTY and SUBRECIPIENT.

43) AUTHORITY TO EXECUTE. The persons executing this AGREEMENT on behalf of the Parties to this AGREEMENT hereby warrant and represent that they have the authority to execute this AGREEMENT and that they have the authority to bind the respective Parties to this AGREEMENT.

44) ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature 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. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

45) COUNTERPARTS. This AGREEMENT may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, SUBRECIPIENT and COUNTY have executed this AGREEMENT as of the dates set forth below.

COUNTY

SUBRECIPIENT

By: Heidi Marshall

By: DocuSigned by: Gabriel Maldonado
5D491B49402B410...

Name: Heidi Marshall

Gabriel Maldonado, Chief Executive Officer

Title: Director of HHPWS

Young Scholars For Academic Empowerment

Date: 11/24/2021

dba TruEvolution, Inc.
Date: 11/5/2021

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: Lisa Sanchez

Name: Lisa Sanchez

Title: Deputy County Counsel

Date: 11/09/2021

EXHIBITS

- EXHIBIT "A" LINE ITEM BUDGET
- EXHIBIT "B" SCOPE OF WORK
- EXHIBIT "C" SCHEDULE OF PERFORMANCE
- EXHIBIT "D" FLOOR PLANS
- EXHIBIT "E" ASSURANCE OF COMPLIANCE
- EXHIBIT "F" SUBRECIPIENT PAYMENT REQUEST - 2076A & 2076B
- EXHIBIT "G" STANDARD AGREEMENT 20-HHAP-00009
- EXHIBIT "H" COVENANT AGREEMENT

EXHIBIT "A"
LINE ITEM BUDGET

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| BUNGALOW 1 AND BUNGALOW 5 CONSTRUCTION COSTS (INCL. BUILDING DEMOLITION / RENOVATION, SITE IMPROVEMENTS, MECHANICAL / PLUMBING, ELECTRICAL, CONSTRUCTION CONTINGENCY) | Costs for all construction activities listed in Exhibit "B" - Scope of Work and Exhibit "C" - Schedule of Performance, including architectural/ engineering costs and infrastructure improvements | \$634,498.16 |
| | | |
| | HHAP GRANT AMOUNT | \$634,498.16 |

EXHIBIT "B"**SCOPE OF WORK****B.1 APPLICATION**

- A. SUBRECIPIENT has submitted to the County of Riverside Continuum of Care ("CoC") an application in response to RFP COARC-001 for HHAP funds ("Application") to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, SUBRECIPIENT's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.
- B. SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 BACKGROUND**A. Project Description****Capital**

The five existing bungalow houses will be renovated and retrofitted to house a total of 48 residents and 1 housing manager in 23 bedrooms. The typical bedroom will contain 2 or 3 twin beds and personal storage cabinets. The homes will each have between 1 and 3 bathrooms, and 1 kitchen each. In addition to remodeling the homes to accommodate permanent supportive housing, each bungalow's existing unreinforced masonry foundations will be removed and replaced with concrete foundations; the houses will be bolted to the new foundations, and will receive new roofs, paint, HVAC systems, new electric systems and panels, and new plumbing. The existing commercial building at 3839 Brockton will be renovated for office and medical service use as the campus' Health and Justice Center, which will accommodate TruEvolution's headquarter office and provide services to the campus' residents and community. Specifically, the Health and Justice Center will contain 11 private offices, a conference room, shared office space, 2 accessible restrooms, a staff kitchenette and lounge, assembly space, reception area, storage space, and 2 medical testing and therapy rooms.

The existing accessory garage structure behind the existing commercial building will be renovated as part of the Project to provide a gym and laundry space to serve the tenants of the permanent supportive housing bungalows. The accessory gym and laundry space will also include an accessible restroom and shower. Renovation and retrofit of the existing accessory structure will include new roof, paint, HVAC systems, new electric systems and panels, and new plumbing. The existing rear yards of the property will be rehabilitated for use as a community garden for recreational use by the permanent supportive housing tenants and individuals using the Health and Justice Center facility. The community garden will feature new landscaping, planting, and

water management. The community garden will be enclosed with a 7-foot planted security barrier with entrance gates at the parking lot and bungalow 5. The front yards of all of the structures will be rehabilitated with new landscaping and planting, including trees at the street frontage of each property.

The Project has been designed with lighting to provide wayfinding and security throughout the campus, in keeping with the surrounding residential and commercial neighborhood. As a housing Project, the Project will maintain a 24/7 active presence with residents and staff on site at all times. The Project will include security cameras and alarm systems; entry to the campus will be provided via an electronic keypad or proximity pass for residents and staff. On-site security personnel will be present on the campus overnight.

The Project has been designed to be sensitive to and compatible with the existing surrounding community, using a close-scattered style approach with multiple residential properties on a campus-style lot, which will maintain the single- and multi-family neighborhood feel of the surrounding area. Additionally, as further described below, the design integrates the historical references of the existing bungalows in the renovated design to demonstrate the facility's cohesion with the surrounding neighborhood.

B.2 SCOPE OF WORK

- A. SUBRECIPIENT shall complete rehabilitation of the property located at 4132 University Avenue and 4145 9th Street, Riverside, CA 92501 for use as Permanent Supportive Housing (PSH). The Project will convert two (2) existing single-family residences, specifically Bungalow 1 and Bungalow 5 into PSH units and provide private quarters for individuals. The bungalow houses will be renovated and retrofitted into a total of 11 units / 22 beds.

B. Planned Renovations

| Building and APN | Existing | Proposed |
|----------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------|
| Bungalow 1 4132 University Avenue 214-292-005 | 1,796 sf 210 sf covered porch | 1,976 sf 210 sf (new covered porch) 6 units / 12 beds |
| Bungalow 5 4145 9 th Street 214-292-013 | 1,637 sf | 1,449 sf 188 sf (to be removed) 435 sf (new covered porch) 5 units / 10 beds |

C. Project Detail

| | |
|-------------------------|---------------------------------------------------------------------------|
| Project Component Type: | Capital |
| Funding Costs for: | Delivery of Permanent Housing & Innovative Housing Solutions |
| Population Focus: | LGBT adults 18-25, individuals with underlying health conditions, seniors |

HHPWSCOC-0000041

| | |
|---------------------------------------|------------------------------------------------------------------------------------------------|
| # of Units: | 11 |
| # of Beds: | 22 |
| # of Dedicated Chronic Homeless Beds: | 0 |
| Project Locations | 4132 University Avenue Riverside, CA 92501 4145 9 th Street, Riverside, CA 92501 |

D. Performance Measurements Outcome Statement

1. Objective Outcome

- Creating Suitable Living Environment Availability/Accessibility
- Providing Decent Housing Affordability
- Creating Economic Opportunity Sustainability

2. Outcomes (Data Analysis)

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks with the ## new beds (in addition to those met with the exiting beds):

| | |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Unsheltered Homeless Clients served with the rehabilitation of Brockton Bungalows: | <u>100 unique clients</u> per year (<u>49</u> total clients at any given time) |
| Average length of time from Intake to Program Entry: | At facility opening- 0 days (Entry is Immediate) Once capacity is reached 45 days - 90 days |
| Number of Homeless persons exiting into permanent housing | 80% of clients served per year (80 total) |
| Number of Homeless persons exiting into Homelessness: | 20% of clients served per year (20 total) |

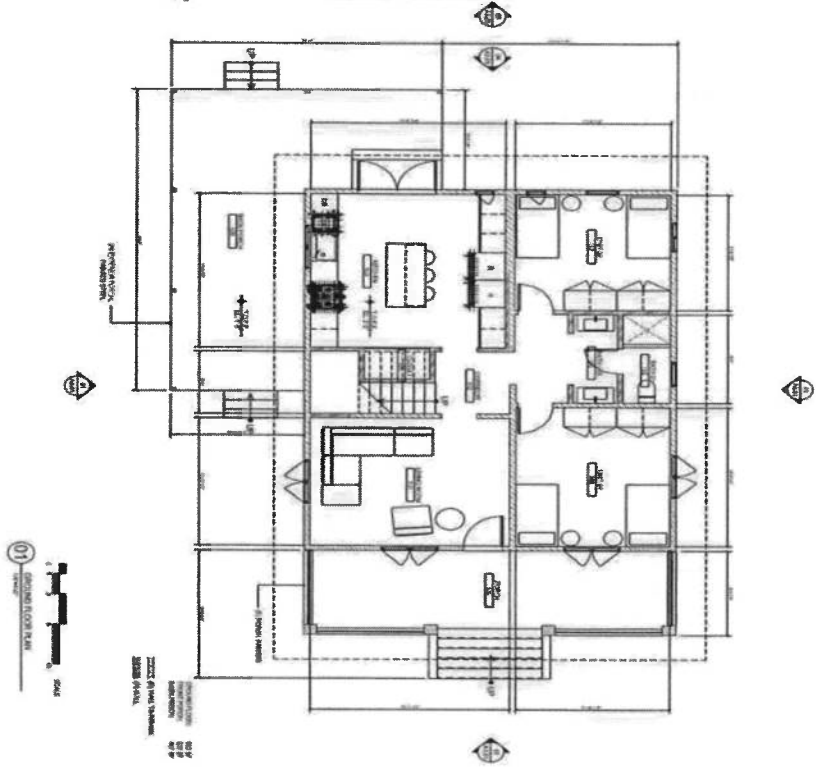
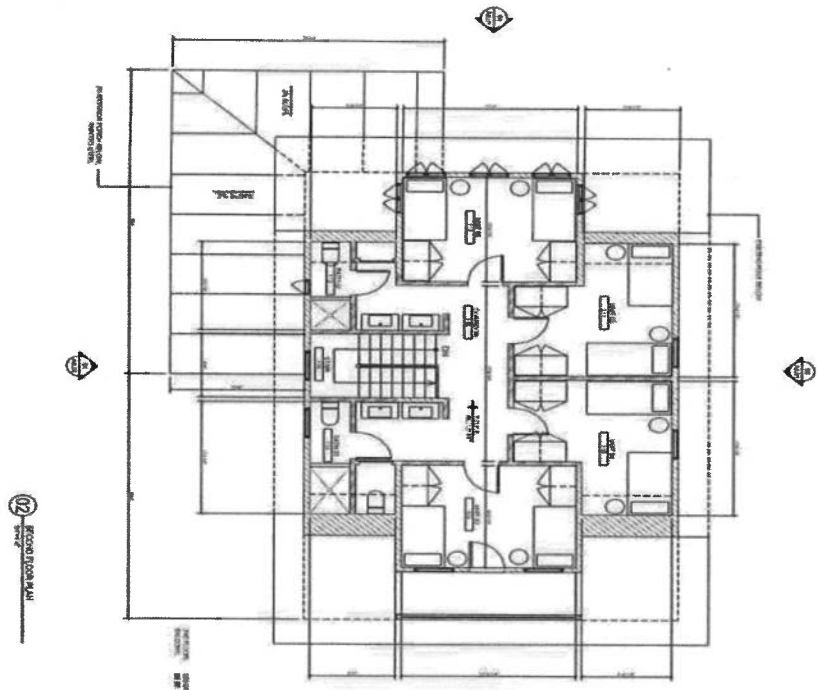
EXHIBIT "C"
SCHEDULE OF PERFORMANCE

Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

| Activity | Completion Dates |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| BUILDING RENOVATION | |
| Bungalow 1 | |
| Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request. | No later than <u>November 15, 2021</u> |
| DEMOLITION/REHABILITATION | |
| Rehabilitate existing rooms | No later than <u>June 15, 2022</u> |
| Reconfigure Layout | No later than <u>June 15, 2022</u> |
| Repair exterior/interior surfaces | No later than <u>June 15, 2022</u> |
| SITE IMPROVEMENTS | |
| Doors, windows and site furnishings | No later than <u>June 15, 2022</u> |
| Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas | No later than <u>June 15, 2022</u> |
| MECHANICAL/PLUMBING | |
| Upgrade existing mechanical equipment | No later than <u>June 15, 2022</u> |
| Upgrade existing plumbing equipment | No later than <u>June 15, 2022</u> |
| ELECTRICAL | |
| Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas | No later than <u>June 15, 2022</u> |
| Install all smoke and carbon monoxide detectors where required | No later than <u>June 15, 2022</u> |
| Final Project Report | |
| Submit actual final project cost and completion report | No later than <u>July 15, 2022</u> |
| Submit supportive service plan | No later than <u>July 15, 2022</u> |
| Receive occupancy | No later than <u>July 15, 2022</u> |

| Activity | Completion Dates |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| BUILDING RENOVATION Bungalow 5 | |
| Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request. | No later than November <u>15, 2021</u> |
| DEMOLITION/REHABILITATION | |
| Rehabilitate existing rooms | No later than <u>July 15, 2022</u> |
| Reconfigure Layout | No later than <u>July 15, 2022</u> |
| Repair exterior/interior surfaces | No later than <u>July 15, 2022</u> |
| SITE IMPROVEMENTS | |
| Doors, windows and site furnishings | No later than <u>July 15, 2022</u> |
| Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas | No later than <u>July 15, 2022</u> |
| MECHANICAL/PLUMBING | |
| Upgrade existing mechanical equipment | No later than <u>July 15, 2022</u> |
| Upgrade existing plumbing equipment | No later than <u>July 15, 2022</u> |
| ELECTRICAL | |
| Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas | No later than <u>July 15, 2022</u> |
| Install all smoke and carbon monoxide detectors where required | No later than <u>July 15, 2022</u> |
| | |
| Submit actual final project cost and completion report | No later than <u>July 31, 2022</u> |
| Submit supportive service plan | No later than <u>July 31, 2022</u> |
| Receive occupancy | No later than <u>July 31, 2022</u> |

EXHIBIT "D" FLOOR PLAN - BUNGALOW 1



PROJECT LEGACY

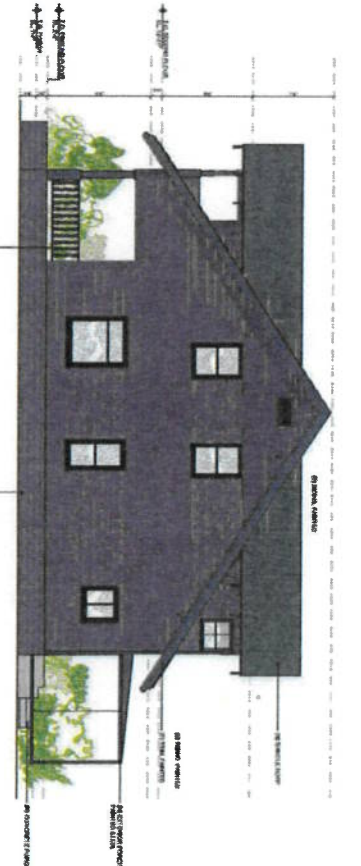
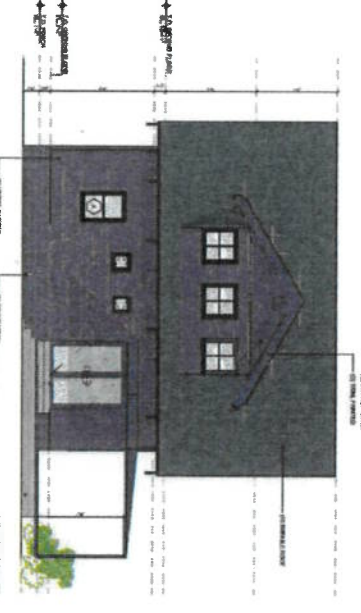
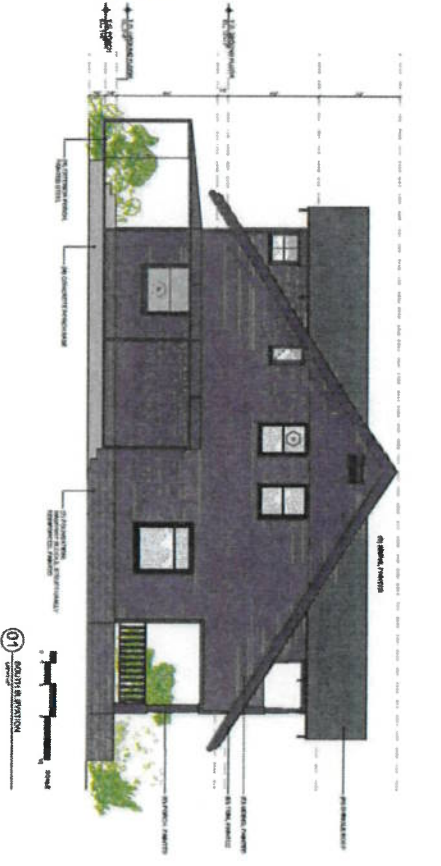
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REVISIONS

DATE

BY

31-A-201

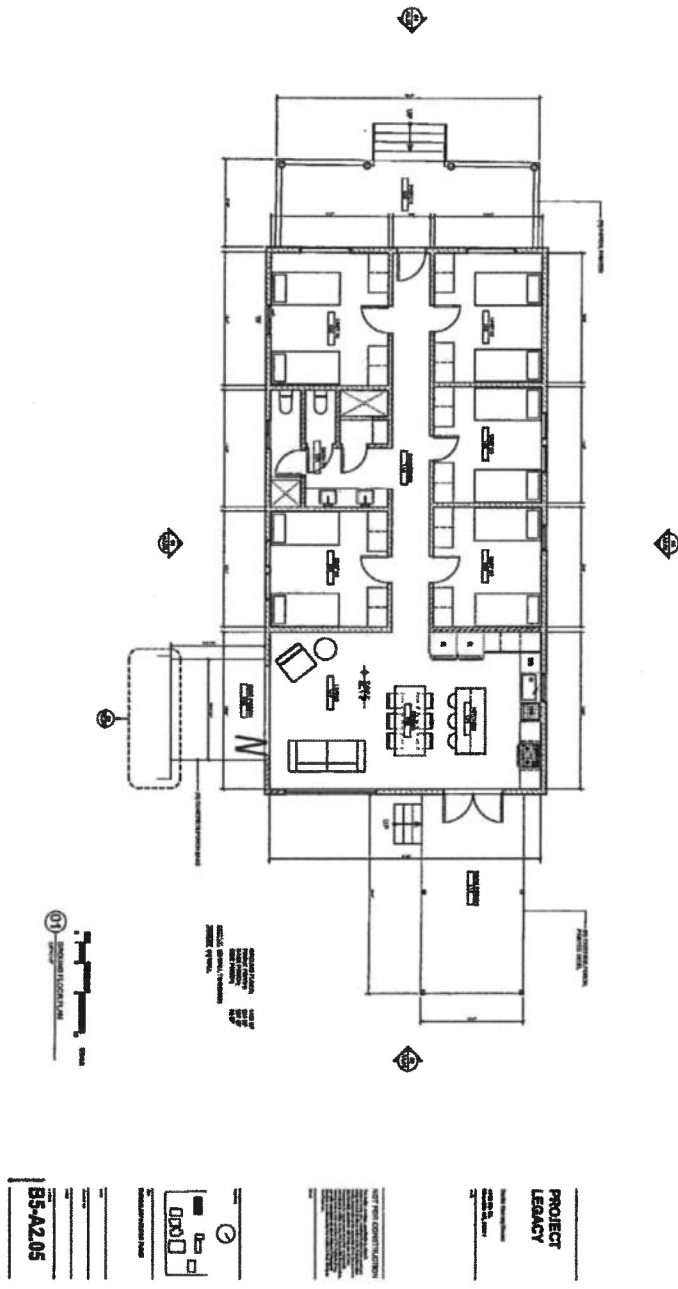


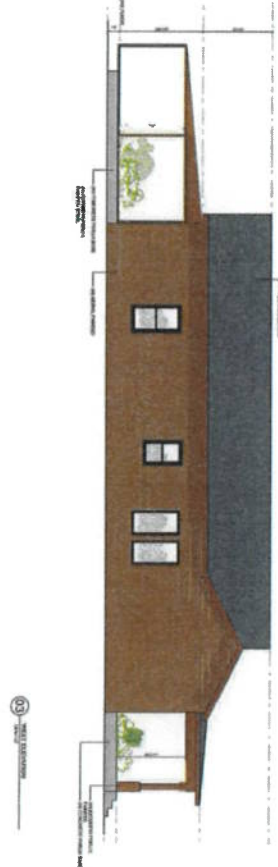
NOT FOR CONSTRUCTION
 PROJECT NO. HHPWSCOC-0000041
 SHEET NO. B1-A3.01
 DATE: 12/15/2023

PROJECT LEGACY
 PROJECT NO. HHPWSCOC-0000041
 SHEET NO. B1-A3.01
 DATE: 12/15/2023

LEGACY
 PROJECT NO. HHPWSCOC-0000041
 SHEET NO. B1-A3.01
 DATE: 12/15/2023

FLOOR PLAN - BUNGALOW 5





35-A-3.05

PROJECT LEGACY

PROJECT LEGACY

PROJECT LEGACY

EXHIBIT "E"
ASSURANCE OF COMPLIANCE

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Young Scholars For Academic Empowerment dba TruEvolution Inc.,
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

PER STANDARD AGREEMENT-20-HHAP-00009 - NONDISCRIMINATION. During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, martial status, military and veterans status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: The California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulation promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 – 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, BCSH and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the SUBRECIPIENT directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

SUBRECIPIENT

DocuSigned by:
Gabriel Maldonado

Signature

By: Gabriel Maldonado, CEO
Young Scholars for Academic Empowerment,
dba TruEvolution, Inc.

Date

4164 Brockton Avenue, Suite A
Riverside, CA 92501

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

EXHIBIT "F"
2076A and 2076B

COUNTY OF RIVERSIDE
HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS DEPARTMENT
SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Housing, Homelessness Prevention
and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

From: _____
Remit to Name

Address

Sub recipient Name

Sub recipient Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/MOU)
- Actual Payment \$ _____ (Same amount as 2076B if needed)
- Unit of Service Payment \$ _____ # of Units) X _____ (\$)
- _____ # of Units) X _____ (\$)
- _____ # of Units) X _____ (\$)

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR COUNTY USE ONLY (DO NOT WRITE BELOW THIS LINE)

| | | |
|--------------------|------------------------------------------------------------------------|-----------|
| Business Unit (5) | Purchase Order # (10) | Invoice # |
| Account (6) | Amount Authorized | |
| Fund (5) | If amount authorized is different from amount request, please explain: | |
| Dept. ID (10) | _____ | |
| Program (5) | Program (if applicable) | Date |
| Class (10) | Management Reporting Unit | Date |
| Project/Grant (15) | Contracts Administration Unit | Date |
| Vendor Code (10) | General Accounting Section | Date |

2076A (8/03) SUBRECIPIENT PAYMENT REQUEST

| | |
|-------------------------------------------------------------------------------------------------------------------------|--|
| COUNTY OF RIVERSIDE HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS SUBRECIPIENT EXPENDITURE REPORT (2076B) | |
|-------------------------------------------------------------------------------------------------------------------------|--|

SUBRECIPIENT:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

| EXPENSE CATEGORY | APPROVED BUDGETED AMOUNT | CURRENT EXPENDITURES BILLABLE AMOUNT | CUMULATIVE EXPENDITURES | UNEXPENDED BUDGETED AMOUNT |
|------------------|--------------------------|--------------------------------------|-------------------------|----------------------------|
|------------------|--------------------------|--------------------------------------|-------------------------|----------------------------|

List each item as outlined in contract budget.

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| TOTAL BUDGET/EXPENSES | | | | |

IN-KIND CASH CONTRIBUTION

| List each type of contribution | | | | |
|---------------------------------|--|--|--|--|
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| TOTAL IN-KIND/CASH MATCH | | | | |

| | | |
|-----------------------|----------------|--------------|
| CLIENT FEES COLLECTED | CURRENT PERIOD | YEAR TO DATE |
|-----------------------|----------------|--------------|

HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all Forms.)

**2076A
SUBRECIPIENT PAYMENT REQUEST**

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"SUBRECIPIENT Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (SUBRECIPIENT's)
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR COUNTY USE ONLY AND SHOULD BE LEFT BLANK.

EXHIBIT "G" STANDARD AGREEMENT NUMBER 20-HHAP-00009

| | | |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------|
| STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 03/2019) | AGREEMENT NUMBER 20-HHAP-00009 | PURCHASING AUTHORITY NUMBER (if Applicable) |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------|

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

CONTRACTING AGENCY NAME
Business, Consumer Services, and Housing Agency

CONTRACTOR NAME
County of Riverside, Department of Public Social Services (CA-608 Riverside CoC)

2. The term of this Agreement is:

START DATE
Upon BCSH Approval

THROUGH END DATE
06/30/2025

3. The maximum amount of this Agreement is:
\$ 3,716,372.74

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 | 1-6 |
| Exhibit B | Budget Detail and Payment Provisions | 7-11 |
| Exhibit C | Homeless Coordinating and Financing Council Terms and Conditions | 12-21 |
| + - Exhibit D | Special Terms and Conditions | 22 |
| + - Exhibit E* | General Terms and Conditions | 23 |

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/CLS/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, Department of Public Social Services (CA-608 Riverside CoC)

| | | | |
|----------------------------------------------------------|--------------------------|--------------------|---------------------|
| CONTRACTOR BUSINESS ADDRESS <u>1111 Spruce Street</u> | CITY <u>Riverside</u> | STATE <u>CA</u> | ZIP <u>92507</u> |
|----------------------------------------------------------|--------------------------|--------------------|---------------------|

| | |
|---------------------------------------------------------|--------------------------|
| PRINTED NAME OF PERSON SIGNING <u>Heidi Marshall</u> | TITLE <u>Director</u> |
|---------------------------------------------------------|--------------------------|

| | |
|----------------------------------------------------------|---------------------------------|
| CONTRACTOR AUTHORIZED SIGNATURE <u>Heidi Marshall</u> | DATE SIGNED <u>4-21-2020</u> |
|----------------------------------------------------------|---------------------------------|

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)


| | |
|------------------------------------------|---------------------------------------------|
| AGREEMENT NUMBER 20-HHAP-00009 | PURCHASING AUTHORITY NUMBER (if Applicable) |
|------------------------------------------|---------------------------------------------|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Business, Consumer Services, and Housing Agency

| | | | |
|-------------------------------------------------------------------|---------------------------|--------------------|---------------------|
| CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350A | CITY Sacramento | STATE CA | ZIP 95814 |
|-------------------------------------------------------------------|---------------------------|--------------------|---------------------|

| | |
|-----------------------------------------------------------------|---------------------------|
| PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramirez | TITLE SECRETARY |
|-----------------------------------------------------------------|---------------------------|

| | |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| CONTRACTING AGENCY AUTHORIZED SIGNATURE  | DATE SIGNED 5/14/2020 |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------|

| | |
|----------------------------------------------------|---------------------------|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (if Applicable) |
|----------------------------------------------------|---------------------------|

Continuum of Care for CA-608 Riverside
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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

Continuum of Care for CA-808 Riverside
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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services and Housing Agency.

(b) "Applicant" means a continuum of care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

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**Homeless Housing, Assistance and Prevention
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**EXHIBIT A
SCOPE OF WORK**

database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Homeless Housing, Assistance and Prevention Program
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**Homeless Housing, Assistance and Prevention
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**EXHIBIT A
SCOPE OF WORK**

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

| | PROGRAM | GRANTEE |
|-------------------------|------------------------------------------------------|---------------------------------------------------------|
| ENTITY: | Business Consumer Services and Housing Agency | Continuum of Care for CA-608 Riverside |
| SECTION/UNIT: | Homeless Coordinating and Financing Council (HCFC) | |
| ADDRESS: | 915 Capitol Mall Suite 350-A Sacramento, CA 95814 | 4060 County Circle Drive Riverside, CA 92503 |
| CONTRACT MANAGER | Amber Ostrander | Rowena Concepcion Administrative Services Manager II |
| PHONE NUMBER: | 916-651-7995 | 951-358-5638 |
| EMAIL ADDRESS: | Amber.Ostrander@bcah.ca.gov | rconcepc@rivco.org |

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**Homeless Housing, Assistance and Prevention
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**EXHIBIT A
SCOPE OF WORK**

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:

- Grantees that are counties must contractually obligate 100 percent of their full program allocations on or before May 31, 2023.
- Grantees that are cities or continuums of care must contractually obligate no less than 50 percent of program allocations on or before May 31, 2023.

Cities or continuums of care that contractually obligate less than 50 percent or program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (100 percent) must be expended by June 30, 2025. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 8, 2019

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (all continuums of care, including those that redirected funding to another jurisdiction - see Exhibit D for relevant Special Terms and Conditions)

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

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**Homeless Housing, Assistance and Prevention
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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan. If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required

to submit the following information for HCFC to review and approve or deny such projects:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Homeless Housing, Assistance and Prevention Program
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**Homeless Housing, Assistance and Prevention
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7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

Homeless Housing, Assistance and Prevention Program
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**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

1. Termination and Sufficiency of Funds

A. Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantees may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Homeless Housing, Assistance and Prevention Program
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**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of individuals.

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**Homeless Housing, Assistance and Prevention
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HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

- 4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

- 1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
- 2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- 3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

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**Homeless Housing, Assistance and Prevention
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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

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Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an Independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C.

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C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

- 1. The dangers of drug abuse in the workplace;**
- 2. Grantee's policy of maintaining a drug-free workplace;**
- 3. Any available counseling, rehabilitation, and employee assistance program; and**
- 4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.**

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**Homeless Housing, Assistance and Prevention
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CONDITIONS**

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

- 1. Will receive a copy of Grantee's drug-free policy statement, and
- 2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee 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 Grantee, 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.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

- 1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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**Homeless Housing, Assistance and Prevention
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CONDITIONS**

- 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
- 4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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**Homeless Housing, Assistance and Prevention
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**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee is a continuum of care or is a jurisdiction that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

[Reset Form](#) [Print Form](#)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD215 (Rev. 08/2017)

| | |
|------------------------------------------|------------------|
| AGREEMENT NUMBER 20-HHAP-00009 | AMENDMENT NUMBER |
|------------------------------------------|------------------|

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

| | | |
|--------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|
| 1. CONTRACTOR'S NAME County of Riverside, Department of Public Social Services (CA-608) | | 2. FEDERAL I.D. NUMBER 95-6000930 |
| 3. AGENCY TRANSMITTING AGREEMENT Business Consumer Services and Housing Agency (BCSH) | 4. DIVISION, BUREAU, OR OTHER UNIT | 5. AGENCY BILLING CODE 010725 |
| 6a. CONTRACT ANALYST NAME Carrie Harmon | 6b. EMAIL charmon@rivco.org | 6c. PHONE NUMBER 951-358-5638 |

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)
 PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
 Homeless Housing, Assistance and Prevention funding to support communities in reducing the number of people experiencing homelessness.

9. AGREEMENT OUTLINE (Include reason for Agreement; identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 HHAP is a block grant program designed to provide jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. Spending must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. The HHAP grant program is authorized by AB 101 (Chapter 159, Statutes of 2019), which was signed into law by Governor Gavin Newsom on July 31, 2019.
 Processing with the authority of the Executive Order N-32-20 – State of Emergency to exist in CA as a result of the threat of COVID-19.

10. PAYMENT TERMS (More than one may apply)
 Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ %
 Reimbursement / Revenue _____ or _____ %
 Other (Explain) _____

11. PROJECTED EXPENDITURES

| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|--------------|---------------|-------------|---------|---------|------------------------|
| General Fund | 0515-101-0001 | 19/20 | 159 | 2019 | \$3,311,372.74 |
| | | | | | |
| | | | | | |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| OBJECT CODE 5432000 | AGREEMENT TOTAL \$3,311,372.74 |
| | AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,311,372.74 |
| | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT |
| certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. | TOTAL AMOUNT ENCUMBERED TO DATE \$3,311,372.74 |

ACCOUNTING OFFICER'S SIGNATURE _____ ACCOUNTING OFFICER'S NAME (Print or Type) _____ DATE SIGNED _____

Reset Form Print Form

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 219 (Rev. 08/2017)

| | |
|------------------------------------------|------------------|
| AGREEMENT NUMBER 20-HHAP-00009 | AMENDMENT NUMBER |
|------------------------------------------|------------------|

12. AGREEMENT
\$3,311,372.74

| AGREEMENT | TERM FROM | TERM THROUGH | TOTAL COST OF THIS TRANSACTION | BID, SOLE SOURCE, EXEMPT |
|--------------------------------------|--------------------|--------------|--------------------------------|--------------------------|
| Original | Upon BCSH Approval | 6/30/2025 | \$3,311,372.74 | Exempt |
| <input type="checkbox"/> Amendment 1 | | | | |
| <input type="checkbox"/> Amendment 2 | | | | |
| TOTAL | | | \$3,311,372.74 | |

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain)
- Authorizing legislation provides a predetermined allocation of funds.

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (if an amendment, sole source, or exempt, leave blank)
 NA

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (if an amendment, sole source, or exempt, leave blank)
 NA

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 NA

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(s). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

| | | |
|----------------------|-------------------------------|-------------|
| AUTHORIZED SIGNATURE | SIGNER'S NAME (Print or Type) | DATE SIGNED |
|----------------------|-------------------------------|-------------|

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes X N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No / Yes N/A
 B. STD 204 Vendor Data Record No / Yes N/A


22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (if an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (if Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

| | | |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------|
| SIGNATURE  | NAME/TITLE (Print or Type) Lourdes Castro Ramirez, Secretary | DATE SIGNED 5/14/2020 |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------|

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD215 (Rev. 08/2017)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|------------------|------------------|
| 20-HHAP-00009 | |

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Not Applicable

**EXHIBIT "H"
COVENANT AGREEMENT**

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Carrie Harmon

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 214-292-005 and 214-292-013 T.R.A. No.009-041

COVENANT AGREEMENT

This COVENANT AGREEMENT ("COVENANT AGREEMENT") is made and entered into as of this _____ day of _____, 2021 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"), and YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT dba TRUEEVOLUTION, INC., a California nonprofit corporation ("SUBRECIPIENT"), on behalf of itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof. COUNTY and SUBRECIPIENT are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention ("HHAP") Program, administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency ("BCSH"); and

WHEREAS, the HHAP provides one-time flexible block grant funds to Administrative Entities of Continuums of Care, cities with populations of 300,000 or more, and Counties to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges;

WHEREAS, the COUNTY has been designated as the Administrative Entity to provide coordination and administration of the Continuum of Care for Riverside County (“CoC”); and

WHEREAS, on May 10, 2020, the COUNTY entered into Standard Agreement Number 20-HHAP-00009 with the State of California to receive three million three hundred eleven thousand, three hundred and seventy-two dollars and seventy-four cents (\$3,311,372.74) of HHAP funds; and

WHEREAS, Continuums of Care, cities, counties, and nonprofit organizations may use HHAP funds for capital improvement projects; and

WHEREAS, SUBRECIPIENT is a nonprofit organizations and the owner of that certain real property known as 4132 University Ave, Riverside, CA 92501 and 4145 9th Street, Riverside, CA 92501, and legally described in the Legal Description attached hereto and incorporated herein as Exhibit “A” (collectively, the “PROPERTY”); and

WHEREAS, to assist in addressing the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the City of Riverside, the Parties entered into that certain Subrecipient Agreement for the 2020 Homeless Housing, Assistance, and Prevention (HHAP) PROGRAM Capital Improvement Projects (“SUBRECIPIENT AGREEMENT”) on _____, 2021, wherein, COUNTY granted SUBRECIPIENT up to \$634,498.16 in HHAP funds (“HHAP GRANT”) to be used to pay for capital improvements to the PROPERTY as more fully described in the SUBRECIPIENT AGREEMENT; and

WHEREAS, pursuant to the SUBRECIPIENT AGREEMENT, in consideration for the grant of HHAP funds, SUBRECIPIENT agreed to be bound by the covenants, conditions, and restrictions set forth in a covenant agreement; and

WHEREAS, to memorialize SUBRECIPIENT’s obligation, among other things, to make the capital improvements to the PROPERTY, retain title to the PROPERTY, use the PROPERTY, maintain the PROPERTY, pay all taxes, assessments, encumbrances, charges, and liens on the PROPERTY, not discriminate, insure the PROPERTY, and indemnify the COUNTY as more fully

described in this COVENANT AGREEMENT, as set forth below; and

WHEREAS, capitalized terms not defined here in this COVENANT AGREEMENT shall have the meanings ascribed to them in the SUBRECIPIENT AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this COVENANT AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUBRECIPIENT, on behalf of itself and its successors, assigns, and each successor in interest to the PROPERTY or any part thereof, hereby declares, covenants, agrees, and restricts the PROPERTY as follows:

1. INCORPORATION OF RECITALS. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that the above recitals are true and correct and are hereby made part of this COVENANT AGREEMENT.

2. PROPERTY IMPROVEMENTS. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, if needed, shall improve the PROPERTY in accordance with the provisions of the SUBRECIPIENT AGREEMENT, including, but not limited to, the Scope of Work and Schedule of Performance contained in Exhibit "B" of the SUBRECIPIENT AGREEMENT ("WORK").

3. USE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall use the PROPERTY exclusively for the purpose of providing housing and services to homeless individuals. No change in the use of the PROPERTY shall be permitted without the prior written approval of the COUNTY in its sole discretion. Should SUBRECIPIENT, or its successors and assigns, use the PROPERTY for a use other than exclusively for the purpose of providing housing and services to homeless individuals, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the COUNTY a prorated amount of the HHAP GRANT based upon the number of years (out of the

fifteen (15) years) in which the SUBRECIPIENT, or its successors and assigns, failed to use the PROPERTY (or other property approved by the COUNTY pursuant to Section 16 herein) as required.

4. TRANSFER OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall retain title to the PROPERTY and not Transfer the PROPERTY or any portion thereof, without the written approval of COUNTY, in its sole discretion. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the PROPERTY, including the financing or refinancing of the PROPERTY. Any Transfer of the PROPERTY shall be memorialized in an assignment and assumption agreement the form and substance of which have been first approved in writing by the COUNTY in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with SUBRECIPIENT's duties and obligations under the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT, provided, however, unless otherwise agreed to by the COUNTY in writing, SUBRECIPIENT shall not be released of its obligations under the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT. Should SUBRECIPIENT, or its successors and assigns, Transfer the PROPERTY or any portion thereof, without the written approval of COUNTY, in its sole discretion, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the COUNTY an amount equal to the current market value of the PROPERTY less any portion of the value attributable to expenditures of non-HHAP funds for the acquisition of, or improvement to, the PROPERTY.

5. MAINTENANCE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall protect, maintain, and preserve the PROPERTY in compliance with all applicable federal and state law and regulations and local ordinances. In addition, SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall maintain the PROPERTY, at its sole cost and expense, including, but not limited to improvements, both interior and exterior, and landscaping on the PROPERTY in a first class, clean, safe, sanitary and presentable condition consistent with

community standards free from any accumulation of debris and waste, and in a manner which will uphold the value of the PROPERTY. This standard for the quality of maintenance of the PROPERTY shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the PROPERTY, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, in the event SUBRECIPIENT, or its successors and assigns, fails to maintain the PROPERTY in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall have the right but not the obligation to enter the PROPERTY upon reasonable notice and opportunity to cure as provided herein to SUBRECIPIENT (and the successor or assign that is then the owner of the PROPERTY), correct any violation, and hold SUBRECIPIENT, or such successors or assigns responsible for the cost thereof, and such cost, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

6. TAXES, ASSESSMENTS, ENCUMBRANCES, CHARGES, AND LIENS.

SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall pay before delinquency all taxes and assessments affecting said PROPERTY, when due, and all encumbrances, charges and liens, with interest, on said PROPERTY or any part thereof. Should SUBRECIPIENT, and its successors and assigns, fail to make any payment or to do any act herein provided, then the COUNTY or its designee shall have the right but not the obligation to do so and upon written notice to or demand upon SUBRECIPIENT, and its successors

and assigns, and without releasing SUBRECIPIENT, and its successors and assigns, from any obligation hereof, make or do the same in such manner and to such extent as COUNTY may deem necessary to satisfy such delinquency. The cost borne by the COUNTY from such payment, shall become a charge, which SUBRECIPIENT, and its successors and assigns, shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

7. NONDISCRIMINATION. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, employment of personnel, or solicitation, selection, hiring or treatment of any contractors or consultants to participate in subcontracting/subconsulting opportunities on the basis of ethnic group identification, race, gender, religious creed, color, national origin, ethnicity, ancestry, age, disability, medical condition, marital status or sexual orientation; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. This language shall be incorporated into all contracts between SUBRECIPIENT, and its successors and assigns, and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.

In addition, SUBRECIPIENT herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this COVENANT AGREEMENT is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the PROPERTY, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to

the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the PROPERTY.

SUBRECIPIENT, and its successors and assigns, shall refrain from restricting the rental, sale, or lease of the PROPERTY or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the PROPERTY, or any portion thereof, after the date of this COVENANT AGREEMENT shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

b) In leases: “The lessee¹ herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or

¹ For purposes of this COVENANT AGREEMENT, “lessee” shall include tenants, residents or occupants.

herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of SUBRECIPIENT, and its successors and assigns, set forth herein, SUBRECIPIENT, and its successors and assigns, shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT.

8. INSURANCE. Without limiting or diminishing SUBRECIPIENT’s, its successors’, assigns’, and each successor in interest to the PROPERTY’s or any part thereof, obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the Term of this COVENANT AGREEMENT.

a) Property Insurance: SUBRECIPIENT, and its successors and assigns, shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the Term of this COVENANT AGREEMENT. SUBRECIPIENT, and its successors and assigns, shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term “extended coverage,” and

such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the replacement value of the PROPERTY.

b) Worker's Compensation Insurance. If SUBRECIPIENT, or its successors and assigns, have employees as defined by the State of California, SUBRECIPIENT and its successors and assigns shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY.

c) Commercial General Liability Insurance. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this COVENANT AGREEMENT or be no less than two (2) times the occurrence limit.

d) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT, then SUBRECIPIENT, and its successors and assigns, shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this COVENANT AGREEMENT or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insured.

e) All Risk Builder's Insurance: SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to procure all risk builder's insurance for the duration of the WORK to be performed to the PROPERTY. Contractor(s) shall provide a policy of builder's all risk (course of construction) insurance coverage including (if the WORK is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the SUBRECIPIENT, Contractor and every subcontractor, of every tier, for the

duration of the WORK to be performed to the PROPERTY, including property to be used in the construction of the WORK while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor(s) or others, evidence of such separate coverage shall be provided to SUBRECIPIENT, and its successors and assigns, prior to the start of the WORK. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the WORK. Contractor(s) shall be responsible for any and all deductibles under such policy. Upon request by COUNTY, SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

f) Professional Liability: If applicable, SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to procure and maintain Professional Liability Insurance providing coverage for the Contractor's performance of WORK included within the SUBRECIPIENT AGREEMENT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the Term of this COVENANT AGREEMENT and SUBRECIPIENT shall cause Contractor(s) to purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this COVENANT AGREEMENT; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) shall continue as long as the law allows.

g) General Insurance Provisions – All Lines.

i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY Risk Manager waives a

requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- ii) The SUBRECIPIENT, and its successors and assigns, must declare its insurance self-insured retentions for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY Risk Manager, SUBRECIPIENT's carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii) SUBRECIPIENT, and its successors and assigns, shall cause its insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.
- iv) It is understood and agreed to by the Parties hereto that SUBRECIPIENT's, its successors' and assigns', insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- v) If, during the Term of this COVENANT AGREEMENT or any extension thereof, there is a material change in the WORK; or, there is a material change in the equipment to be used in the performance of the WORK; or, the Term of this COVENANT AGREEMENT, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this COVENANT AGREEMENT, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT, and its successors and assigns, has become inadequate.
- vi) SUBRECIPIENT, and its successors and assigns, shall pass down the insurance obligations contained herein to all tiers of subcontractors, including Contractor(s), working under the SUBRECIPIENT AGREEMENT or on the PROPERTY.
- vii) The insurance requirements contained in this COVENANT AGREEMENT may be met with a program(s) of self-insurance acceptable to the COUNTY.
- viii) SUBRECIPIENT, and its successors and assigns, agree to notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the COVENANT AGREEMENT.

9. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim, or damage whatsoever, based or asserted upon any acts, omissions and/or services of SUBRECIPIENT (or its successors and assigns), its officers, employees, subcontractors, agents, or representatives arising out of or in any way relating to the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT, including but not limited to property damage, bodily injury, or

death, or any other element of any kind or nature. SUBRECIPIENT, and its successors and assigns, shall defend, at its sole expense, including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards), the Indemnitees in any claim or action based upon such alleged acts, omissions, or services. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, and its successors and assigns, SUBRECIPIENT, and its successors and assigns, shall, its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's, its successors' and assigns', indemnification to Indemnitees as set forth herein. SUBRECIPIENT's, its successors' and assigns', obligation hereunder shall be satisfied when SUBRECIPIENT, and its successors and assigns, have provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this COVENANT AGREEMENT shall in no way limit or circumscribe SUBRECIPIENT's, its successors' and assigns' obligations to indemnify and hold harmless the Indemnitees herein from third party claims. The indemnification and hold harmless obligations set forth herein shall survive the termination and expiration of this COVENANT AGREEMENT.

10. NOTICES. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT, or its successors and assigns, is required or permitted to give to the other Party pursuant to this COVENANT AGREEMENT shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the

respective Parties as follows (or at such other address as COUNTY may designate in writing to SUBRECIPIENT, and its successors and assigns, and SUBRECIPIENT, and its successors and assigns, may designate in writing to COUNTY pursuant to this section):

COUNTYSUBRECIPIENTHHPWSYoung Scholars For Academic Empowerment
dba TruEvolution Inc.3403 10th Street, Suite 300
Riverside, CA 925014164 Brockton Avenue, Suite A
Riverside, CA 92501

11. REMEDIES. COUNTY shall have the right, in the event of any breach of any agreement or covenant set forth in this COVENANT AGREEMENT, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant. The remedies provided for any breach of any agreement or covenant set forth in this COVENANT AGREEMENT shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

12. TERM. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that the non-discrimination covenants, conditions and restrictions contained in Section 7 of this COVENANT AGREEMENT shall remain in effect in perpetuity; every other covenant, condition and restriction contained in this COVENANT AGREEMENT shall continue in full force and effect for the term of the SUBRECIPIENT AGREEMENT and for a period of fifteen (15) years thereafter ("Term").

13. NOTICE AND CURE. COUNTY shall give SUBRECIPIENT, and its successors and assigns, notice of such default pursuant to section 10 above. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of written notice, SUBRECIPIENT, and its successors and assigns, shall have such period to effect a cure prior to

exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of written notice, and SUBRECIPIENT, and its successors and assigns, (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then SUBRECIPIENT, and its successors and assigns, shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event no later than ninety (90) days from delivery of such written notice.

If a violation of any of the covenants or provisions of this COVENANT AGREEMENT remains uncured after the respective time period set forth in this section, COUNTY and its successors and assigns, without regard to whether COUNTY or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by SUBRECIPIENT, and its successors and assigns, of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the COUNTY to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

14. SENIOR POSITION OF COVENANT AGREEMENT. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that this COVENANT AGREEMENT shall be recorded in the first position senior to all liens and encumbrances against the PROPERTY, other than those expressly agreed to by COUNTY.

15. TRANSFER OF THE COVENANT AGREEMENT. As set forth in the SUBRECIPIENT AGREEMENT, COUNTY and SUBRECIPIENT agree that SUBRECIPIENT may transfer the terms and conditions of this COVENANT AGREEMENT to another property with the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, conditioned, or delayed.

16. MODIFICATIONS OR AMENDMENTS. This COVENANT AGREEMENT shall be modified or amended only by a written amendment signed by the duly authorized and empowered representatives of both the COUNTY and SUBRECIPIENT, and its successors and assigns.

17. GOVERNING LAW; VENUE; SEVERABILITY. This COVENANT AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this COVENANT AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this COVENANT AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way

18. BINDING EFFECT. This COVENANT AGREEMENT shall bind and inure to the benefit of the respective heirs, successors and assigns of the Parties.

19. ACCESS TO PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that representatives of the COUNTY shall have the right of access to the PROPERTY, upon 24 hours' written notice to SUBRECIPIENT, and its successors and assigns, (except in the case of an emergency, in which COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, during normal business hours to inspect the PROPERTY and confirm SUBRECIPIENT, and its successors and assigns, are complying with their obligations in accordance with the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT.

20. MONITORING. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall annually report to the COUNTY, in writing, confirming that they continue to retain title to the PROPERTY, have not Transferred the PROPERTY, providing evidence of insurance, providing evidence of the payment of taxes, and any and all other information reasonably requested by the COUNTY to ensure compliance with the terms

of the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT. Within fifteen (15) days of a written request from the COUNTY, SUBRECIPIENT, and its successors and assigns, shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of this COVENANT AGREEMENT. Failure to completely and timely comply with requests shall be deemed a material default under the terms of this COVENANT AGREEMENT.

21. COUNTERPARTS. This COVENANT AGREEMENT may be signed by the different Parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

22. COVENANT RUNS WITH LAND. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that all conditions, covenants and restrictions contained in this COVENANT AGREEMENT shall be covenants running with the land for the Term of this COVENANT AGREEMENT, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and assigns, against SUBRECIPIENT, and its successors and assigns, to or of SUBRECIPIENT's interest in the PROPERTY, or any portion thereof or any interest therein, and any party in possession or occupancy of said PROPERTY or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument. COUNTY shall be deemed the beneficiary of the covenants, conditions and restrictions of this COVENANT AGREEMENT both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is an owner of any interest in the PROPERTY. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this COVENANT AGREEMENT shall not benefit nor be enforceable by any other owner of real PROPERTY except the COUNTY.

23. NON-LIABILITY OF THE COUNTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that in no event shall the COUNTY become in any way liable or obligated to the SUBRECIPIENT, or its successors and assigns, by reason of its rights set forth in this COVENANT AGREEMENT for the COUNTY's failure to exercise any such rights set forth herein.

24. ENTIRE AGREEMENT. This COVENANT AGREEMENT and the SUBRECIPIENT AGREEMENT sets forth and contains the entire understanding and agreement of the Parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this COVENANT AGREEMENT, and the SUBRECIPIENT AGREEMENT, including all amendments and modifications to the SUBRECIPIENT AGREEMENT.

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(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this COVENANT AGREEMENT as of the dates written below.

COUNTY

SUBRECIPIENT

By: _____

By: _____

Name: Heidi Marshall

Name: Gabriel Maldonado

Title: Director of HHPWS

Title: Chief Executive Officer

Young Scholars for Academic Empowerment,
dba TruEvolution, Inc.

Date: _____

Date: _____

(Signatures on this page must be notarized.)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

THE REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 80 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF BLOCK 8, RANGE 11, TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 98 FEET;

THENCE AT A RIGHT ANGLE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 50 FEET;

THENCE AT A RIGHT ANGLE NORTHERLY, PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 98 FEET TO THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE);

THENCE EASTERLY, ON SAID SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 50 FEET, TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF BLOCK 8 OF RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 55 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID BLOCK 8;

THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET;

THENCE AT A RIGHT ANGLE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 39.6 FEET;

THENCE AT A RIGHT ANGLE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET;

THENCE SOUTHERLY ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 39.6 FEET TO THE POINT OF BEGINNING.

WHEN DOCUMENT IS FULLY EXECUTED RETURN

HHPWSCOC-0000041

CLERK'S COPY

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

SUBRECIPIENT AGREEMENT

**FOR THE 2020 HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP)
PROGRAM
CAPITAL IMPROVEMENT PROJECTS**

This SUBRECIPIENT AGREEMENT FOR THE 2020 HOMELESS HOUSING, ASSISTANCE, and PREVENTION (HHAP) PROGRAM CAPITAL IMPROVEMENT PROJECTS ("AGREEMENT") is made and entered into effective the _____ day of _____, 20____, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") and YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT dba TRUEEVOLUTION, INC., a California nonprofit corporation, ("SUBRECIPIENT"). COUNTY and SUBRECIPIENT are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention Program (PROGRAM), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

WHEREAS, HHAP provides one-time block grant funds to Continuums of Care, cities with populations of 300,000 or more, and Counties to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges; and,

WHEREAS, the COUNTY has been designated as the Administrative Entity to provide coordination and administration of the County of Riverside Continuum of Care ("CoC");

WHEREAS, on March 30, 2020, the COUNTY received notice from BCSH that the COUNTY was awarded \$3,311,372.74 in HHAP funds; and,

WHEREAS, the COUNTY entered into Standard Agreement Number 20-HHAP-00009 with the State of California to receive three million, three hundred eleven thousand, three hundred seventy-two dollars and seventy-four cents (\$3,311,372.74) of HHAP funds; and,

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of HHAP funds that are consistent with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions including, but not limited to, Section 50219 (c)(1-8) of the Health and Safety Code, for one or more of the following eligible expenditures: (1) Rental assistance and rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees); (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need; and,

WHEREAS, SUBRECIPIENT is a nonprofit organization and the owner of real property more commonly known as 4132 University Avenue (Parcel 1) [APN 214-292-005] and 4145 9th Street (Parcel 5) [APN 214-292-013], Riverside, CA 92501 (collectively, "PROPERTY"); and,

WHEREAS, SUBRECIPIENT has submitted a proposal to the COUNTY for capital improvements to the PROPERTY and will enter into an agreement with a contractor(s) ("Contractor(s)") to make such capital improvements to the PROPERTY; and,

WHEREAS, the capital improvements to the PROPERTY will assist the COUNTY in addressing the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the CoC; and,

WHEREAS, SUBRECIPIENT wishes to receive HHAP funds to pay for the capital improvements to the PROPERTY; and,

WHEREAS, the Parties desire to enter in this AGREEMENT to provide for the grant of HHAP funds by COUNTY to SUBRECIPIENT for the capital improvements to the PROPERTY as more specifically set forth below;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual

covenants and conditions herein after set forth, the SUBRECIPIENT and COUNTY hereby agree as follows:

- 1) **INCORPORATION OF RECITALS.** COUNTY and SUBRECIPIENT acknowledge and agree that the above recitals are true and correct and are hereby made part of this AGREEMENT.
- 2) **PURPOSE OF AGREEMENT.** The purpose of this AGREEMENT is to set forth the terms and conditions by which COUNTY will grant up to \$634,498.16 in HHAP funds (“HHAP GRANT”) for capital improvements to the PROPERTY upon the terms and conditions set forth herein and in the Scope of Work and Schedule of Performance attached hereto as Exhibits “B” and “C” and incorporated herein by this reference (“WORK”).
- 3) **TERM OF AGREEMENT.** This Agreement shall be effective May 13, 2021 (“Effective Date”) and continues in effect through June 30, 2025, unless terminated earlier as provided herein.
- 4) **SCOPE OF WORK AND SCHEDULE OF PERFORMANCE.** SUBRECIPIENT shall cause the WORK to be performed pursuant to this AGREEMENT at the PROPERTY.
 - a) Both COUNTY and SUBRECIPIENT have reviewed and approved the WORK to be performed to the PROPERTY pursuant to this AGREEMENT (Exhibits “B” and “C”); and
 - b) The PROPERTY shall be improved in accordance with and within the limitations established in the WORK (Exhibits “B” and “C”) and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT, and any and all permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.
- 5) **HHAP GRANT TERMS.** The HHAP GRANT from the COUNTY to the SUBRECIPIENT shall be used to pay for costs associated with the WORK.
 - a) **Expenditure of HHAP GRANT.** SUBRECIPIENT agrees that one hundred percent (100%) of the HHAP GRANT must be expended by June 30, 2025. “Expended” means that all HHAP funds that have been obligated have been fully paid and receipted, and no invoices remain outstanding. Any part of the HHAP GRANT paid to SUBRECIPIENT, but not expended by that date shall be returned to COUNTY within ten (10) calendar days to be returned to BCSH.

- b) HHAP GRANT Amount. The amount of the HHAP GRANT shall not exceed the maximum total amount of \$634,498.16, including all expenses. SUBRECIPIENT agrees and acknowledges that the HHAP GRANT amount is intended to cover the total costs of the WORK. However, in the event the total cost of the WORK exceeds the HHAP GRANT amount, SUBRECIPIENT shall be responsible for payment of any such amounts in excess of the HHAP GRANT amount for the WORK. COUNTY shall not be responsible for any amounts greater than the HHAP GRANT amount.
- c) Disbursement of HHAP GRANT. The HHAP GRANT shall be disbursed to the SUBRECIPIENT pursuant to the process set out in section 9 below.
- d) Advances. COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the HHAP GRANT upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall complete the 2076A form and 2076B form (Exhibit "F"). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. ***HHPWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.***

SUBRECIPIENT shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the SUBRECIPIENT for the deposit of HHAP funds, along with any interest-bearing accounts opened by SUBRECIPIENT's Contractor(s), including subcontractors, for the deposit of HHAP funds, must be used for HHAP-eligible activities.

- e) Sufficiency of Funds. The obligation of COUNTY for payment of the HHAP GRANT under this AGREEMENT is contingent upon and limited by the availability of funding from which payment can be made. This AGREEMENT is valid and enforceable only if sufficient funds are made available by legislative appropriation. In addition, this AGREEMENT is subject to any other additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal

or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this AGREEMENT in any manner. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing and this AGREEMENT shall be deemed terminated and be of no further force or effect. In the event the funding is reduced, COUNTY shall immediately notify SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option to immediately terminate this AGREEMENT or to amend this AGREEMENT to reflect the reduction of funds. COUNTY shall make all payments to SUBRECIPIENT that were properly earned prior to the unavailability or reduction of funding.

- f) Covenant Agreement. In consideration for the HHAP GRANT, SUBRECIPIENT agrees to be bound by the covenants, conditions, and restrictions set forth in the covenant agreement, attached hereto as Exhibit "H" and incorporated herein by this reference ("COVENANT AGREEMENT"). As a condition precedent to the COUNTY's disbursement of the HHAP GRANT, SUBRECIPIENT shall execute and record in the Official Records, the COVENANT AGREEMENT. The COVENANT AGREEMENT sets forth, among other things, use restrictions, transfer restrictions, maintenance obligations, and non-discrimination covenants. The COVENANT AGREEMENT shall run with the land in favor of the COUNTY and shall remain in effect for the term set forth in the COVENANT AGREEMENT. A breach of the COVENANT AGREEMENT shall be a material breach of this AGREEMENT. This provision shall survive the termination and expiration of this AGREEMENT.
- 6) NOTICE TO PROCEED. SUBRECIPIENT shall not execute a contract with the Contractor(s), prior to receiving written authorization from COUNTY to proceed ("Notice to Proceed").

7) CONTRACT WITH CONTRACTOR(S).

- a) After receiving the Notice to Proceed, SUBRECIPIENT shall promptly enter into a contract with the Contractor(s).
- b) SUBRECIPIENT shall ensure that the Contractor(s) are skilled in the professional calling necessary to perform the WORK and have the requisite experience and knowledge necessary to perform the WORK. SUBRECIPIENT shall ensure that the Contractor(s) perform the WORK in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. SUBRECIPIENT shall verify that Contractor(s) possesses current and valid licenses and certifications in compliance with any local, State, and Federal laws and regulations relative to the WORK to be performed and that the WORK will be performed by properly trained and licensed staff.
- c) SUBRECIPIENT shall require the WORK to be carried out in compliance with all applicable laws, including, but not limited to, all State and Federal laws, rules, and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP, the SUBRECIPIENT, the SUBRECIPIENT's Contractor(s), including subcontractors, and the WORK. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall ensure that the Contractor(s) complies with the more restrictive law or regulation.
- d) SUBRECIPIENT shall ensure that Contractor(s) will complete the WORK in accordance with the expenditure deadlines set forth in this AGREEMENT.

8) PRE-CONSTRUCTION CONFERENCE. After entering into a contract with the Contractor(s), SUBRECIPIENT shall coordinate a pre-construction conference between COUNTY, SUBRECIPIENT and the Contractor(s) to review the finalized labor and materials needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually agreed upon by COUNTY and SUBRECIPIENT.

9) DISBURSEMENT OF FUNDS.

- a) The COUNTY shall pay to the SUBRECIPIENT the HHAP GRANT amount on a

reimbursable basis for all COUNTY-approved costs in accordance with the line item budget attached hereto as Exhibit "A" and incorporated herein by this reference. The SUBRECIPIENT shall submit to COUNTY, not more often than monthly, a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure statement and reimburse the SUBRECIPIENT for the COUNTY-approved costs in accordance with its usual accounting procedures. The COUNTY may require from SUBRECIPIENT such supporting documentation as may be necessary and appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of the HHAP GRANT shall be made within forty-five (45) days after SUBRECIPIENT has submitted to the COUNTY a complete and written approved statement of expenditures. COUNTY has the authority to withhold disbursements of the HHAP GRANT under this AGREEMENT pending a final determination by COUNTY of questioned expenditures. In the event BCSH or the COUNTY determines any expenditures claimed by SUBRECIPIENT and paid by COUNTY were ineligible for HHAP funding, the SUBRECIPIENT shall reimburse the COUNTY the amount of the expenditures reimbursed and so disallowed and/or COUNTY may deduct and retain the amount of the expenditures reimbursed and so disallowed from any amount owed to SUBRECIPIENT. For this AGREEMENT, SUBRECIPIENT shall send the expenditure statements to:

Housing, Homelessness Prevention and Workforce Solutions

3403 10th Street, Suite 300

Riverside, CA 92501

- b) COUNTY shall retain five percent (5%) of the HHAP GRANT amount until completion of the WORK as determined by COUNTY. The term "completion" shall mean the point in time when all of the following shall have occurred: (1) the PROPERTY has been improved in accordance with this AGREEMENT, including the Scope of Work, and (2) COUNTY and SUBRECIPIENT have inspected and accepted the WORK as completed by the Contractor(s) in accordance with section

10 below.

- 10) **INSPECTION OF COMPLETED WORK.** Without limiting COUNTY's disclaimer of responsibility for the WORK, upon completion of the WORK, COUNTY and SUBRECIPIENT shall inspect the WORK completed by the Contractor(s). Upon inspection and acceptance of the completed WORK by SUBRECIPIENT and COUNTY, COUNTY shall make final payment to SUBRECIPIENT in accordance with section 9 above.
- 11) **WARRANTY FOR CAPITAL IMPROVEMENTS.** SUBRECIPIENT acknowledges and agrees that its Contractor(s) shall be required to provide a minimum of one (1) year warranty and guarantee for all labor and a minimum manufacturer's warranty and guarantee for all material installed.
- 12) **CONTRACTOR(S) IS RESPONSIBLE FOR ALL WORK.** Notwithstanding anything to the contrary contained herein, the COUNTY neither undertakes nor assumes nor has any responsibility or duty to SUBRECIPIENT or to any third party to review, inspect, supervise, pass judgment upon or inform SUBRECIPIENT or any third party of any matter in connection with the WORK, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the PROPERTY, any person furnishing the same, or otherwise. SUBRECIPIENT and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to SUBRECIPIENT or to any third party by the COUNTY in connection with such matter is for the public purpose of improving the PROPERTY, and neither SUBRECIPIENT nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the WORK of construction, or improvement of the PROPERTY. In the event some part of the WORK completed fails to give SUBRECIPIENT satisfaction, SUBRECIPIENT acknowledges and agrees that the Contractor(s) is the party responsible for all warranty repairs, not the COUNTY. SUBRECIPIENT shall contact the Contractor(s) for any assistance in connection with the aforementioned matters. SUBRECIPIENT acknowledges and agrees to make every effort to notify the Contractor(s) in the event SUBRECIPIENT is not satisfied with the WORK and give the Contractor(s) a reasonable opportunity to correct the problem. Should the Contractor(s) be unresponsive, SUBRECIPIENT shall have the right to pursue corrective action through the State of California, Contractor's License Board, in addition

to any other remedies available to SUBRECIPIENT in law or equity.

13) **RIGHTS OF ACCESS.** Commencing upon the Effective Date, representatives of the COUNTY shall have the reasonable right of access to the PROPERTY, upon 24 hours' written notice to SUBRECIPIENT (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, during normal construction hours during the period of construction for the purposes of, including, but not limited to, the general inspection of the WORK being performed related to this AGREEMENT.

14) **SUBRECIPIENT CERTIFICATIONS:** The SUBRECIPIENT certifies the following:

- a) SUBRECIPIENT provided true and accurate information on proposals to COUNTY and has not misrepresented SUBRECIPIENT's eligibility for the HHAP GRANT;
- b) SUBRECIPIENT has notified its insurance company about the WORK to be performed pursuant to this AGREEMENT; and
- c) SUBRECIPIENT hereby represents and warrants that neither the execution and delivery of this AGREEMENT, including any attachments hereto or documents related to this AGREEMENT nor the incurrence of the SUBRECIPIENT's obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which SUBRECIPIENT is a party.

15) **SUBRECIPIENT DUTIES.** In addition to the SUBRECIPIENT obligations set forth in this AGREEMENT, SUBRECIPIENT shall adhere to the following:

- a) SUBRECIPIENT, at all times, shall cooperate with COUNTY and Contractor(s);
and
- b) SUBRECIPIENT shall not materially change or amend the WORK without written consent of the COUNTY.

16) TERMINATION.

- a) The Parties may, at any time, mutually agree to terminate this AGREEMENT, in whole or in part, without cause upon giving written notice stating the extent and effective date of termination.
- b) COUNTY may, at any time, upon fourteen (14) calendar days written notice, terminate this AGREEMENT for cause, if SUBRECIPIENT refuses or fails to comply with the terms of this AGREEMENT, or fails to make progress that may endanger performance and does not cure such failure within a period of not less than fifteen (15) days. Cause shall include, but is not limited to:
 - i) SUBRECIPIENT's violation of any terms or conditions of this AGREEMENT, Standard Agreement No. 20-HHAP-00009 which is attached hereto and incorporated herein as Exhibit "G," or the COVENANT AGREEMENT;
 - ii) SUBRECIPIENT's use of, or SUBRECIPIENT permitting the use of HHAP funds provided under this AGREEMENT for any ineligible activities;
 - iii) SUBRECIPIENT's failure to comply with the deadlines set forth in this AGREEMENT or Standard Agreement No. 20-HHAP-00009;
 - iv) SUBRECIPIENT's violation of any federal or state laws or regulations; or
 - v) Withdrawal of BCSH's expenditure authority.
- c) After receipt of the notice of termination, SUBRECIPIENT shall within ten (10) calendar days of the notice of termination, return all unexpended HHAP funds received by SUBRECIPIENT to COUNTY.
- d) After termination, COUNTY shall make payment only for the WORK properly performed up to the date of termination in accordance with this AGREEMENT.
- e) In addition to the other remedies that may be available to COUNTY in law or equity for breach of this AGREEMENT, COUNTY may:
 - i) Bar the SUBRECIPIENT from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
 - iii) Require repayment of HHAP funds disbursed and expended under this AGREEMENT;

- iv) Require the immediate return to COUNTY of all funds derived from the use of HHAP funds including, but not limited to recaptured funds and returned funds;
 - v) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements; and
 - vi) Seek such other remedies as may be available under this AGREEMENT or any law.
- f) SUBRECIPIENT's rights under this AGREEMENT shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this AGREEMENT by SUBRECIPIENT; or in the event of SUBRECIPIENT's unwillingness or inability, for any reason whatsoever, to materially perform the terms of this AGREEMENT. In such an event, SUBRECIPIENT shall not be entitled to any further compensation under this AGREEMENT.
- g) The rights and remedies of COUNTY provided in this section shall be cumulative and not exclusive and are in addition to any other rights or remedies provided by law or this AGREEMENT.

17) HOLD HARMLESS AND INDEMNIFICATION.

- a) SUBRECIPIENT shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, action, claim, or damage whatsoever, based or asserted upon any services provided or actions caused by SUBRECIPIENT, its officers, employees, subcontractors, agents, or representatives, or Contractor(s), their officers, employees, subcontractors, agents, or representatives, arising out of or in any way relating to this AGREEMENT, including but not limited to property damage, bodily injury, death or any other element of any kind or nature whatsoever resulting from any service related to the WORK provided by SUBRECIPIENT or Contractor(s), their officers, employees, subcontractors, agents, or representatives;

SUBRECIPIENT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards) the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts, omissions, or services.

- b) With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's indemnification to COUNTY as set forth herein.
- c) SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- d) The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the COUNTY herein from third party claims. The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this AGREEMENT.

18) INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this AGREEMENT. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

a) **Property Insurance:**

SUBRECIPIENT shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the term of this

AGREEMENT. SUBRECIPIENT shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the replacement value of the PROPERTY.

b) Workers' Compensation:

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

c) Commercial General Liability:

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

d) Vehicle Liability:

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

e) All Risk Builder's Insurance:

SUBRECIPIENT shall cause its Contractor(s) to procure all risk builder's insurance

for the duration of the WORK to be performed to the PROPERTY. Contractor(s) shall provide a policy of builder's all risk (course of construction) insurance coverage including (if the WORK is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the SUBRECIPIENT, Contractor and every subcontractor, of every tier, for the duration of the WORK to be performed to the PROPERTY, including property to be used in the construction of the WORK while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor(s) or others, evidence of such separate coverage shall be provided to SUBRECIPIENT prior to the start of the WORK. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the WORK. Contractor(s) shall be responsible for any and all deductibles under such policy. Upon request by COUNTY, SUBRECIPIENT shall cause its Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

f) Professional Liability:

If applicable, SUBRECIPIENT shall cause its Contractor(s) to procure and maintain Professional Liability Insurance providing coverage for the Contractor's performance of WORK included within this AGREEMENT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this AGREEMENT and SUBRECIPIENT shall cause Contractor(s) to purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this AGREEMENT; or 3)

demonstrate through Certificates of Insurance that Contractor(s) has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) shall continue as long as the law allows.

g) General Insurance Provisions - All lines:

- i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii) The SUBRECIPIENT must declare its insurance self-insured retentions for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this AGREEMENT with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii) SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of

such insurance.

- iv) In the event of a material modification, cancellation, expiration, or reduction in coverage, this AGREEMENT shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- v) It is understood and agreed to by the Parties hereto that the SUBRECIPIENT's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- vi) If, during the term of this AGREEMENT or any extension thereof, there is a material change in the WORK; or, there is a material change in the equipment to be used in the performance of the WORK; or, the term of this AGREEMENT, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this AGREEMENT, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- vii) SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors, including Contractor(s), working under this AGREEMENT.
- viii) The insurance requirements contained in this AGREEMENT may be met with

a program(s) of self-insurance acceptable to the COUNTY.

ix) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this AGREEMENT.

19) INDEPENDENT CAPACITY. SUBRECIPIENT shall act at all times in an independent capacity during the term of this AGREEMENT, and shall not act as, shall not be, nor shall in any manner be construed or deemed to be agents, officers, or employees of COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents and subcontractor's, including Contractor(s)) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; the SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the Parties hereto, or cause COUNTY to be responsible in any way for the debts or obligations of SUBRECIPIENT, or any other party. It is further understood and agreed by the Parties that the SUBRECIPIENT in the performance of this AGREEMENT is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

20) NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other Party pursuant to this AGREEMENT shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt

requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective Parties as follows (or at such other address as COUNTY may designate in writing to SUBRECIPIENT and SUBRECIPIENT may designate in writing to COUNTY pursuant to this section):

| <u>COUNTY</u> | <u>SUBRECIPIENT</u> |
|-----------------------------------------------|------------------------------------------------|
| <u>HHPWS</u> | <u>Young Scholars For Academic Empowerment</u> |
| <u>Heidi Marshall, Director</u> | <u>dba TruEvolution Inc.</u> |
| <u>3403 10th Street, Suite 300</u> | <u>Attn: Gabriel Maldonado, CEO</u> |
| <u>Riverside, CA 92501</u> | <u>4164 Brockton Avenue, Suite A</u> |
| | <u>Riverside, CA 92501</u> |

21) RECORDS, INSPECTIONS, AND AUDITS

- a) All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this AGREEMENT, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting the SUBRECIPIENT’s and/or the Contractor’s(s’) performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT and/or Contractor self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this AGREEMENT and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of WORK under this AGREEMENT and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT’s and/or Contractor’s(s’) performance at any time, upon reasonable notice to the SUBRECIPIENT.
- b) SUBRECIPIENT agrees that COUNTY, BCSH, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this AGREEMENT. SUBRECIPIENT agrees to provide COUNTY, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, BCSH, or their designees, access to its

premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), HHAP program guidance document published on the website, and this AGREEMENT. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this AGREEMENT. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

- c) COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.
- i) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - ii) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - iii) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - iv) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

22) HOMELESS MANAGEMENT INFORMATION SYSTEM. SUBRECIPIENT agrees to provide COUNTY and BCSH access to Homeless Management Information System (HMIS)

data collected and entered into SUBRECIPIENT's HMIS, in the event that such data is collected by SUBRECIPIENT, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

23) REPORTING REQUIREMENTS.

- a) SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HHPWS CoC staff, submit information on time to HHPWS CoC to ensure that HHPWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports and quarterly expenditure reports to BCSH. The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by COUNTY or BCSH:
- i. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
 - ii. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
 - iii. The type of housing assistance provided, broken out by the number of individuals.
 - iv. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
 - v. Number of Instances of Service.
 - vi. Increases in capacity for new and existing programs.
 - vii. The number of unsheltered homeless individuals becoming sheltered.
 - viii. The number of homeless persons entering permanent housing.
- c) Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing,

outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

- i) Chronically Homeless
- ii) Homeless veterans
- iii) Unaccompanied Homeless Youth
- iv) Homeless persons in families with children

d) SUBRECIPIENT will also be asked to comment on the following:

- i) Progress made toward local homelessness goals.
- ii) The alignment between HHAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
- iii) Any other effects from HHAP funding that the SUBRECIPIENT would like to share (optional).

e) COUNTY may require additional supplemental reporting with written notice to SUBRECIPIENT.

24) CORE COMPONENTS OF HOUSING FIRST. SUBRECIPIENT shall ensure that any housing-related activities funded with HHAP funds, including, but not limited to, emergency shelter, rapid re-housing, rental assistance, transitional housing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

25) COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES, AND REGULATIONS.

a) By executing this AGREEMENT, SUBRECIPIENT agrees to comply with all applicable State and Federal laws, rules, and regulations that pertain to construction including housing and building codes, as applicable, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT’s subcontractors, including Contractor(s), and the WORK. SUBRECIPIENT shall comply with all applicable COUNTY

policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

- b) SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for the WORK under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the WORK. It is the responsibility of SUBRECIPIENT, without cost to COUNTY, to ensure that all applicable local jurisdiction land use requirements will permit the WORK to the PROPERTY and the use, operation, and maintenance of such improvements in accordance with the provisions of this AGREEMENT. Nothing contained herein shall be deemed to entitle SUBRECIPIENT to any local jurisdiction or COUNTY permit or other local jurisdiction or COUNTY approval necessary for the WORK to the PROPERTY, or waive any applicable local jurisdiction or COUNTY requirements relating thereto. This AGREEMENT does not (a) grant any land use entitlement to SUBRECIPIENT, (b) supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in connection with approval of the WORK described herein, (c) guarantee to SUBRECIPIENT or any other party any profits from the WORK to the PROPERTY, or (d) amend any local jurisdiction or COUNTY laws, codes, or rules. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY and BCSH upon request.

26) LABOR CODE – PREVAILING WAGE. The Homeless Coordinating and Financing Council (HCFC) considers HHAP funds to be “public funds” as that term is used in Labor Code section 1720. SUBRECIPIENT is aware of the requirements of California Labor Code sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, SUBRECIPIENT agrees to fully comply with and to require any contractors or subcontractors to fully comply with such Prevailing Wage Laws. SUBRECIPIENT and its

contractor(s) shall comply with all applicable requirements of the California Labor Code including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The Parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the Parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes SUBRECIPIENT's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes SUBRECIPIENT's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." SUBRECIPIENT and its contractors and subcontractors shall comply with the provisions of Section 1777.5 of the Labor Code regarding apprentices. Contractor shall post at each job site during the course of the work a copy of the relevant "Determination of Prevailing Wage Rates", copies of said Determination are available from SUBRECIPIENT and its contractor(s) for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

27) PUBLICITY. SUBRECIPIENT shall send COUNTY a copy of any press releases generated by SUBRECIPIENT for the WORK pursuant to this AGREEMENT, during the term of this AGREEMENT.

28) PROHIBITION AGAINST CONFLICTS OF INTEREST.

- a) SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's

- performance under this AGREEMENT. SUBRECIPIENT further covenants that no person or subcontractor, including Contractor(s), having any such interest shall be employed or retained by SUBRECIPIENT under this AGREEMENT. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- b) SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this AGREEMENT.
 - c) SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
 - d) SUBRECIPIENT and Contractor, including, their officers, employees, subcontractors, agents, or representatives shall comply with all applicable provisions of Federal and State laws pertaining to conflict of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.
 - e) No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HHAP funds if a conflict of interest, real or apparent, would be involved.
 - f) No covered persons who exercise or have exercised any functions or responsibilities with respect to HHAP funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HHAP funded activity, or with respect to the proceeds from the HHAP funded activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or

appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

- g) Prior to any funding under this AGREEMENT, SUBRECIPIENT shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the HHAP funded activities under this AGREEMENT. SUBRECIPIENT shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict, that may arise with respect to the HHAP funded activities under this AGREEMENT.
- h) Any violation of this section shall be deemed a material breach of this AGREEMENT, and the AGREEMENT shall be immediately terminated by the COUNTY.
- i) SUBRECIPIENT including, its officers, employees, subcontractors, agents, or representatives shall comply with all applicable conflict of interest provisions set forth in Standard Agreement 20-HHAP-0009 (Exhibit "G"), including but not limited to the following: All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

i) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.)

ii) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

29) DRUG FREE WORKPLACE CERTIFICATION. By signing this AGREEMENT, SUBRECIPIENT, and its subcontractors, including Contractor(s), hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance programs;
and,
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this AGREEMENT:

- a. Will receive a copy of SUBRECIPIENT's drug-free policy statement; and,
 - b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or subcontract.
- d) SUBRECIPIENT shall include this provision in its contract with all Contractor(s) and subcontractors.

30) CHILD SUPPORT COMPLIANCE ACT.

- a) By signing this AGREEMENT, the SUBRECIPIENT acknowledges 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.
- b) By signing this AGREEMENT, the SUBRECIPIENT certifies, to the best of its knowledge, it 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 (EDD).
- c) In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this AGREEMENT. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site

at www.edd.ca.gov.

- d) SUBRECIPIENT shall include this provision in its contract with all Contractor(s) and subcontractors.

31) EMPLOYMENT PRACTICES.

- a) SUBRECIPIENT and its subcontractors, including Contractor(s), shall comply with all federal and state statutes and regulations in the hiring of its employees.
- b) SUBRECIPIENT agrees to abide by and include in any contracts to perform the WORK under this AGREEMENT with its Contractor(s), the following clause: "During the performance of this AGREEMENT, SUBRECIPIENT and its Contractor(s) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its Contractor(s) shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its Contractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 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. SUBRECIPIENT and its Contractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."
- c) In the provision of benefits, SUBRECIPIENT and its subcontractors, including Contractor(s), shall certify and comply with Public Contract Code 10295.3 and not

discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, “domestic partner” means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

- d) By signing this AGREEMENT or accepting funds under this AGREEMENT, SUBRECIPIENT and its subcontractors, including Contractor(s), shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Department of Labor regulations (41 CFR Chapter 60).

32) CIVIL RIGHTS COMPLIANCE.

- a) Assurance of Compliance

SUBRECIPIENT shall complete the “Assurance of Compliance with the Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs,” attached as Exhibit “E.” SUBRECIPIENT will sign and date Exhibit “E” and return it to COUNTY along with the executed AGREEMENT. SUBRECIPIENT shall ensure that any services or performance by SUBRECIPIENT or its Contractor(s) are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

- b) Client Complaints

SUBRECIPIENT shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from COUNTY of a complaint with respect to any alleged discrimination in the provision of services by SUBRECIPIENT's personnel. SUBRECIPIENT must distribute to social service clients that apply for and receive services, “Your Rights Under California Welfare Programs” brochure (Publication 13). For copies of this brochure, visit the following website at: <http://www.cdss.ca.gov/inforesources/Civil->

Rights/Your-Rights-Under-California-Welfare-Programs

Civil Rights Complaints should be referred to:

Civil Rights Coordinator

Riverside County Housing, Homelessness Prevention and Workforce Solutions

3403 10th Street, Suite 300

Riverside, CA 92501

c) Services, Benefits and Facilities

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- i) Denying a participant any service or benefit or availability of a facility.
- ii) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- iii) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d) Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers

shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

32) DISPUTES. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the COUNTY and SUBRECIPIENT. The SUBRECIPIENT shall proceed diligently with the performance of this AGREEMENT pending resolution of a dispute. Prior to the filing of any legal action related to this AGREEMENT, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second session shall be required if the first session is not successful. The Parties shall share equally the cost of the mediations.

33) INTERPRETATION; GOVERNING LAW; JURISDICTION AND VENUE. This AGREEMENT and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This AGREEMENT shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this AGREEMENT; all Parties have been represented by counsel in the negotiation and preparation hereof. The Parties agree that any action at law or in equity arising under this AGREEMENT or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this AGREEMENT shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

34) WAIVER. Waiver of any provision of this AGREEMENT must be in writing and signed by the authorized representatives of the Parties. 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 of the same or of any other term of this AGREEMENT. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this

AGREEMENT shall not be construed as in any manner changing the terms or preventing COUNTY from enforcing the terms of this AGREEMENT. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

- 35) **ASSIGNMENT**. SUBRECIPIENT shall not delegate or assign any interest in this AGREEMENT, whether by operation of law or otherwise, without the prior written consent of COUNTY and a formal amendment to this AGREEMENT to affect such delegation or assignment. Any attempt to delegate or assign any interest herein without the prior written consent of COUNTY shall be deemed void and of no force or effect.
- 36) **BINDING EFFECT**. This AGREEMENT, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. All covenants and agreements of SUBRECIPIENT shall be joint and several.
- 37) **NO THIRD-PARTY BENEFICIARIES**. The Parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and SUBRECIPIENT, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 38) **FURTHER ASSURANCES**. The SUBRECIPIENT shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this AGREEMENT.
- 39) **MINISTERIAL ACTS**. The COUNTY officer charged with the responsibility of administering and implementing the HHAP agreements, is authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this AGREEMENT as it may be amended from time to time.
- 40) **ENTIRE AGREEMENT**. It is expressly agreed that this AGREEMENT, including any attachments or exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. Each of the

attachments and exhibits attached hereto is incorporated herein by this reference.

41) SEVERABILITY. Each paragraph and provision of this AGREEMENT is severable from each other provision, and in the event any provision in this AGREEMENT, or part thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

42) MODIFICATIONS OR AMENDMENTS. This AGREEMENT shall be modified or amended only by a written amendment signed by the duly authorized and empowered representatives of both the COUNTY and SUBRECIPIENT.

43) AUTHORITY TO EXECUTE. The persons executing this AGREEMENT on behalf of the Parties to this AGREEMENT hereby warrant and represent that they have the authority to execute this AGREEMENT and that they have the authority to bind the respective Parties to this AGREEMENT.

44) ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature 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. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

45) COUNTERPARTS. This AGREEMENT may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, SUBRECIPIENT and COUNTY have executed this AGREEMENT as of the dates set forth below.

COUNTY

SUBRECIPIENT

By: _____

By: ^{DocuSigned by:} Gabriel Maldonado
5D491B49402B410...

Name: Heidi Marshall

Gabriel Maldonado, Chief Executive Officer

Title: Director of HHPWS

Young Scholars For Academic Empowerment
dba TruEvolution, Inc.

Date: _____

Date: 11/5/2021

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Name: Lisa Sanchez

Title: Deputy County Counsel

Date: 11/09/2021

EXHIBITS

- EXHIBIT "A" LINE ITEM BUDGET
- EXHIBIT "B" SCOPE OF WORK
- EXHIBIT "C" SCHEDULE OF PERFORMANCE
- EXHIBIT "D" FLOOR PLANS
- EXHIBIT "E" ASSURANCE OF COMPLIANCE
- EXHIBIT "F" SUBRECIPIENT PAYMENT REQUEST - 2076A & 2076B
- EXHIBIT "G" STANDARD AGREEMENT 20-HHAP-00009
- EXHIBIT "H" COVENANT AGREEMENT

EXHIBIT "A"

LINE ITEM BUDGET

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <p>BUNGALOW 1 AND BUNGALOW 5 CONSTRUCTION COSTS (INCL. BUILDING DEMOLITION / RENOVATION, SITE IMPROVEMENTS, MECHANICAL / PLUMBING, ELECTRICAL, CONSTRUCTION CONTINGENCY)</p> | <p>Costs for all construction activities listed in Exhibit "B" - Scope of Work and Exhibit "C" - Schedule of Performance, including architectural/ engineering costs and infrastructure improvements</p> | <p>\$634,498.16</p> |
| <p></p> | <p></p> | <p></p> |
| <p></p> | <p>HHAP GRANT AMOUNT</p> | <p>\$634,498.16</p> |

EXHIBIT "B"**SCOPE OF WORK****B.1 APPLICATION**

- A. SUBRECIPIENT has submitted to the County of Riverside Continuum of Care ("CoC") an application in response to RFP COARC-001 for HHAP funds ("Application") to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, SUBRECIPIENT's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.
- B. SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 BACKGROUND**A. Project Description****Capital**

The five existing bungalow houses will be renovated and retrofitted to house a total of 48 residents and 1 housing manager in 23 bedrooms. The typical bedroom will contain 2 or 3 twin beds and personal storage cabinets. The homes will each have between 1 and 3 bathrooms, and 1 kitchen each. In addition to remodeling the homes to accommodate permanent supportive housing, each bungalow's existing unreinforced masonry foundations will be removed and replaced with concrete foundations; the houses will be bolted to the new foundations, and will receive new roofs, paint, HVAC systems, new electric systems and panels, and new plumbing. The existing commercial building at 3839 Brockton will be renovated for office and medical service use as the campus' Health and Justice Center, which will accommodate TruEvolution's headquarter office and provide services to the campus' residents and community. Specifically, the Health and Justice Center will contain 11 private offices, a conference room, shared office space, 2 accessible restrooms, a staff kitchenette and lounge, assembly space, reception area, storage space, and 2 medical testing and therapy rooms.

The existing accessory garage structure behind the existing commercial building will be renovated as part of the Project to provide a gym and laundry space to serve the tenants of the permanent supportive housing bungalows. The accessory gym and laundry space will also include an accessible restroom and shower. Renovation and retrofit of the existing accessory structure will include new roof, paint, HVAC systems, new electric systems and panels, and new plumbing. The existing rear yards of the property will be rehabilitated for use as a community garden for recreational use by the permanent supportive housing tenants and individuals using the Health and Justice Center facility. The community garden will feature new landscaping, planting, and

water management. The community garden will be enclosed with a 7-foot planted security barrier with entrance gates at the parking lot and bungalow 5. The front yards of all of the structures will be rehabilitated with new landscaping and planting, including trees at the street frontage of each property.

The Project has been designed with lighting to provide wayfinding and security throughout the campus, in keeping with the surrounding residential and commercial neighborhood. As a housing Project, the Project will maintain a 24/7 active presence with residents and staff on site at all times. The Project will include security cameras and alarm systems; entry to the campus will be provided via an electronic keypad or proximity pass for residents and staff. On-site security personnel will be present on the campus overnight.

The Project has been designed to be sensitive to and compatible with the existing surrounding community, using a close-scattered style approach with multiple residential properties on a campus-style lot, which will maintain the single- and multi-family neighborhood feel of the surrounding area. Additionally, as further described below, the design integrates the historical references of the existing bungalows in the renovated design to demonstrate the facility’s cohesion with the surrounding neighborhood.

B.2 SCOPE OF WORK

A. SUBRECIPIENT shall complete rehabilitation of the property located at 4132 University Avenue and 4145 9th Street, Riverside, CA 92501 for use as Permanent Supportive Housing (PSH). The Project will convert two (2) existing single-family residences, specifically Bungalow 1 and Bungalow 5 into PSH units and provide private quarters for individuals. The bungalow houses will be renovated and retrofitted into a total of 11 units / 22 beds.

B. Planned Renovations

| Building and APN | Existing | Proposed |
|----------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------|
| Bungalow 1 4132 University Avenue 214-292-005 | 1,796 sf 210 sf covered porch | 1,976 sf 210 sf (new covered porch) 6 units / 12 beds |
| Bungalow 5 4145 9 th Street 214-292-013 | 1,637 sf | 1,449 sf 188 sf (to be removed) 435 sf (new covered porch) 5 units / 10 beds |

C. Project Detail

| | |
|-------------------------|---------------------------------------------------------------------------|
| Project Component Type: | Capital |
| Funding Costs for: | Delivery of Permanent Housing & Innovative Housing Solutions |
| Population Focus: | LGBT adults 18-25, individuals with underlying health conditions, seniors |

HHPWSCOC-0000041

| | |
|---------------------------------------|------------------------------------------------------------------------------------------------|
| # of Units: | 11 |
| # of Beds: | 22 |
| # of Dedicated Chronic Homeless Beds: | 0 |
| Project Locations | 4132 University Avenue Riverside, CA 92501 4145 9 th Street, Riverside, CA 92501 |

D. Performance Measurements Outcome Statement

1. **Objective Outcome**

- Creating Suitable Living Environment Availability/Accessibility
- Providing Decent Housing Affordability
- Creating Economic Opportunity Sustainability

2. **Outcomes (Data Analysis)**

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks with the ## new beds (in addition to those met with the exiting beds):

| | |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Unsheltered Homeless Clients served with the rehabilitation of Brockton Bungalows: | <u>100 unique clients</u> per year (<u>49</u> total clients at any given time) |
| Average length of time from Intake to Program Entry: | At facility opening- 0 days (Entry is Immediate) Once capacity is reached 45 days - 90 days |
| Number of Homeless persons exiting into permanent housing | 80% of clients served per year (80 total) |
| Number of Homeless persons exiting into Homelessness: | 20% of clients served per year (20 total) |

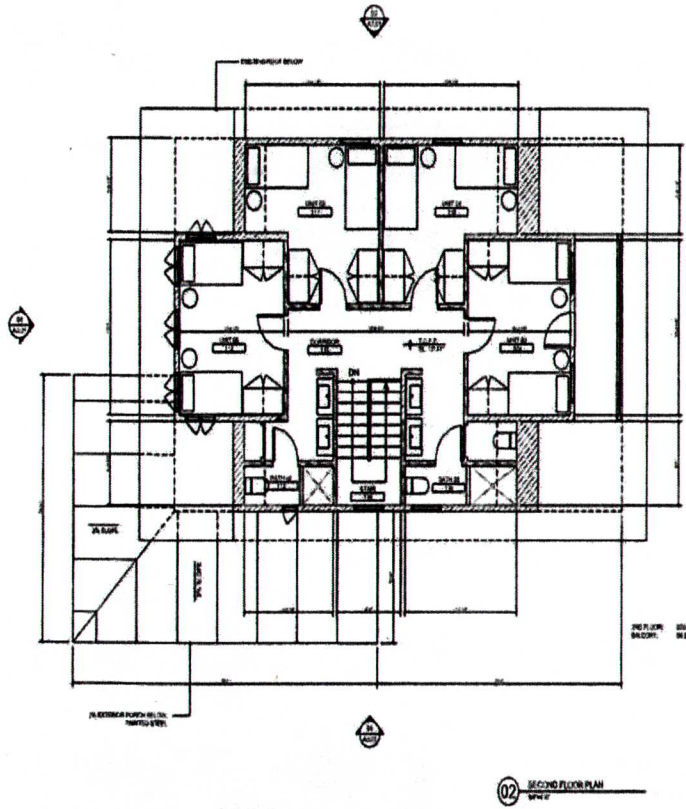
EXHIBIT "C"
SCHEDULE OF PERFORMANCE

Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

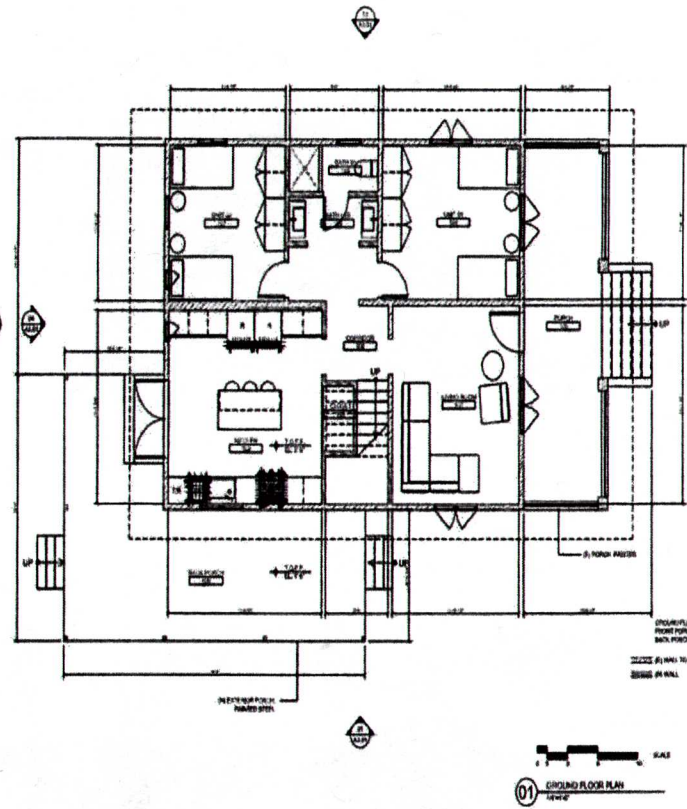
| Activity | Completion Dates |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| BUILDING RENOVATION | |
| Bungalow 1 | |
| Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request. | No later than <u>November 15, 2021</u> |
| DEMOLITION/REHABILITATION | |
| Rehabilitate existing rooms | No later than <u>June 15, 2022</u> |
| Reconfigure Layout | No later than <u>June 15, 2022</u> |
| Repair exterior/interior surfaces | No later than <u>June 15, 2022</u> |
| SITE IMPROVEMENTS | |
| Doors, windows and site furnishings | No later than <u>June 15, 2022</u> |
| Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas | No later than <u>June 15, 2022</u> |
| MECHANICAL/PLUMBING | |
| Upgrade existing mechanical equipment | No later than <u>June 15, 2022</u> |
| Upgrade existing plumbing equipment | No later than <u>June 15, 2022</u> |
| ELECTRICAL | |
| Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas | No later than <u>June 15, 2022</u> |
| Install all smoke and carbon monoxide detectors where required | No later than <u>June 15, 2022</u> |
| Submit actual final project cost and completion report | No later than <u>July 15, 2022</u> |
| Submit supportive service plan | No later than <u>July 15, 2022</u> |
| Receive occupancy | No later than <u>July 15, 2022</u> |

| Activity | Completion Dates |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| BUILDING RENOVATION Bungalow 5 | |
| Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request. | No later than <u>November 15, 2021</u> |
| DEMOLITION/REHABILITATION | |
| Rehabilitate existing rooms | No later than <u>July 15, 2022</u> |
| Reconfigure Layout | No later than <u>July 15, 2022</u> |
| Repair exterior/interior surfaces | No later than <u>July 15, 2022</u> |
| SITE IMPROVEMENTS | |
| Doors, windows and site furnishings | No later than <u>July 15, 2022</u> |
| Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas | No later than <u>July 15, 2022</u> |
| MECHANICAL/PLUMBING | |
| Upgrade existing mechanical equipment | No later than <u>July 15, 2022</u> |
| Upgrade existing plumbing equipment | No later than <u>July 15, 2022</u> |
| ELECTRICAL | |
| Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas | No later than <u>July 15, 2022</u> |
| Install all smoke and carbon monoxide detectors where required | No later than <u>July 15, 2022</u> |
| | |
| Submit actual final project cost and completion report | No later than <u>July 31, 2022</u> |
| Submit supportive service plan | No later than <u>July 31, 2022</u> |
| Receive occupancy | No later than <u>July 31, 2022</u> |

EXHIBIT "D" FLOOR PLAN - BUNGALOW 1



02 SECOND FLOOR PLAN
DATE



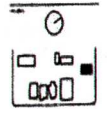
01 GROUND FLOOR PLAN
DATE



PROJECT LEGACY

Project: [Blank]
 Client: [Blank]
 Designer: [Blank]

NOT FOR CONSTRUCTION
 This drawing is for informational purposes only and is not intended for construction. It is subject to change without notice. All dimensions are approximate. The contractor shall verify all dimensions and conditions on site before construction.



BUNGALOW 1 FLOOR PLAN

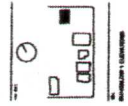
B1-A2.01

DATE: 08/28/2018
TIME: 10:58:00 AM
PROJECT: 1800000000

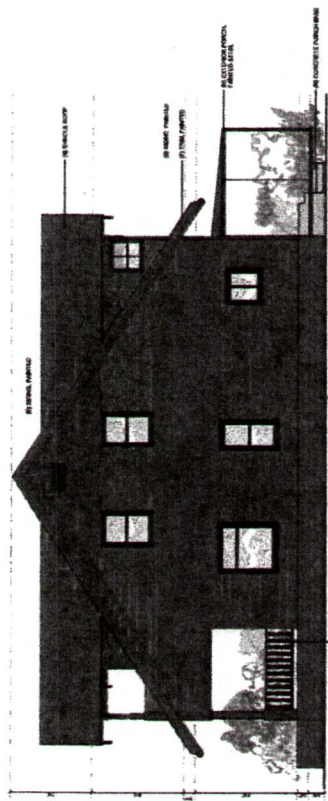
PROJECT LEGACY

Project Name: Legacy
1234 Main St
City, State, Zip

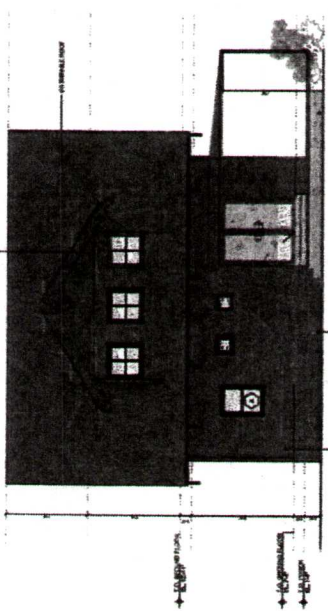
NOT FOR CONSTRUCTION
THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE ARCHITECT.



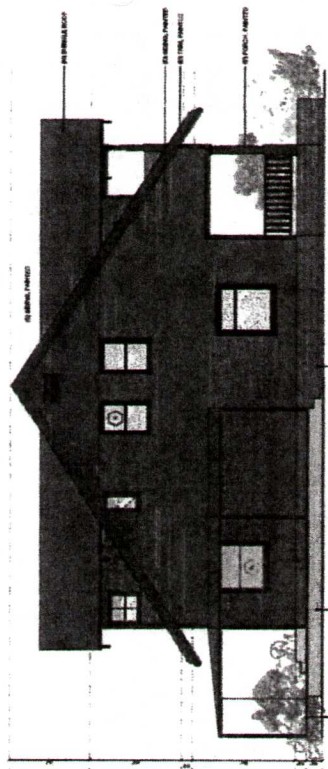
B1-A3.01



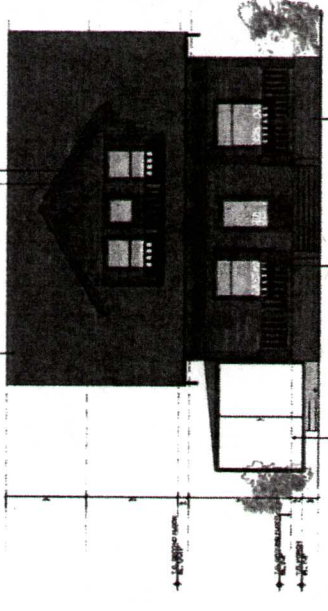
03 WEST ELEVATION



04 WEST ELEVATION

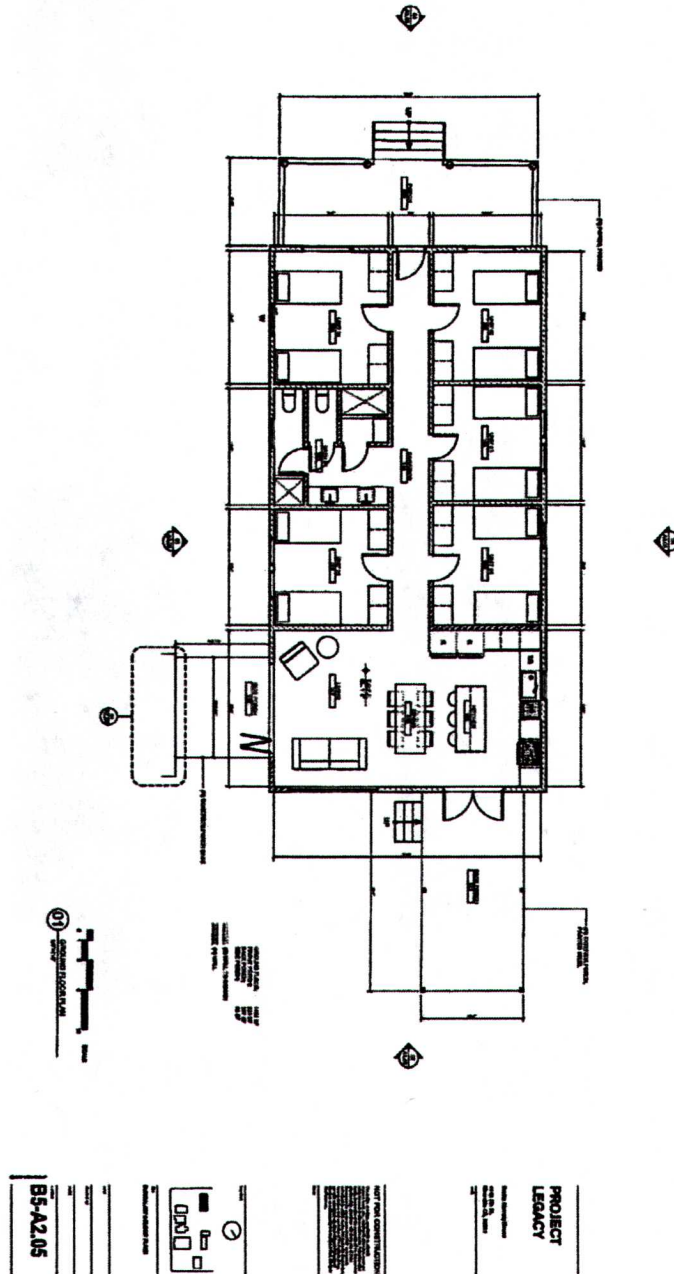


01 SOUTH ELEVATION



02 SOUTH ELEVATION

FLOOR PLAN - BUNGALOW 5



B5-A3.05

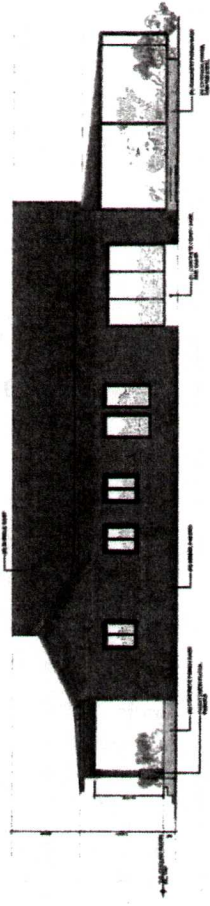


BY DATE COMPLETION

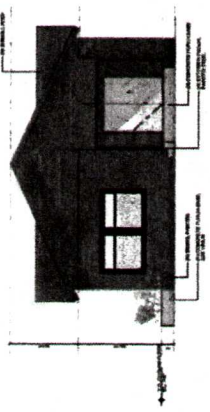
PROJECT LEGACY

Architecture

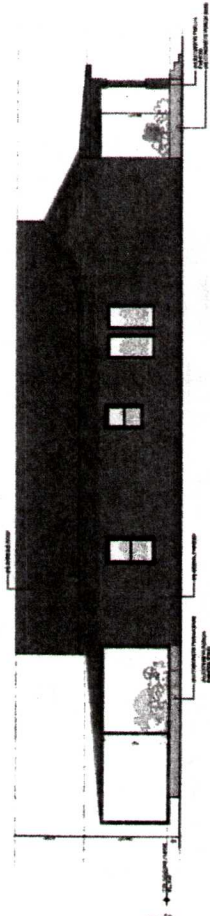
61 - EAST ELEVATION



62 - WEST ELEVATION



63 - SOUTH ELEVATION



64 - NORTH ELEVATION

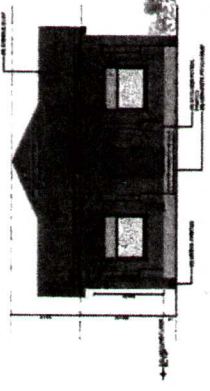


EXHIBIT "E"
ASSURANCE OF COMPLIANCE

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Young Scholars For Academic Empowerment dba TruEvolution Inc.,
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

PER STANDARD AGREEMENT-20-HHAP-00009 - NONDISCRIMINATION. During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veterans status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: The California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulation promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 – 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, BCSH and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the SUBRECIPIENT directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

SUBRECIPIENT

DocuSigned by:
Gabriel Maldonado

38863575-F930-4B98-942E-C1125484D5AC
Signature

By: Gabriel Maldonado, CEO
Young Scholars for Academic Empowerment,
dba TruEvolution, Inc.

Date

4164 Brockton Avenue, Suite A
Riverside, CA 92501

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

HHPWSCOC-0000041

EXHIBIT "F"
2076A and 2076B

COUNTY OF RIVERSIDE
HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS DEPARTMENT
SUBRECIPIENT PAYMENT REQUEST

To: Riverside County
Housing, Homelessness Prevention
and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

From: Remit to Name _____
Address _____
Sub recipient Name _____
Sub recipient Number _____

Total amount requested _____ for the period of _____ to _____ 20

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/MOU)
- Unit of Service Payment \$ _____
- # of Units X \$ _____
- # of Units X \$ _____
- # of Units X \$ _____
- Actual Payment \$ _____ (Same amount as 2076B if needed)

Any questions regarding this request should be directed to: Name _____ Phone Number _____

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature _____ Title _____ Date _____

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

| | | | | | |
|--------------------|-------|------------------------------------------------------------------------|-------|-----------|-------|
| Business Unit (5) | _____ | Purchase Order # (10) | _____ | Invoice # | _____ |
| Account (6) | _____ | Amount Authorized | _____ | | |
| Fund (5) | _____ | If amount authorized is different from amount request, please explain: | _____ | | |
| Dept. ID (10) | _____ | | _____ | | |
| Program (5) | _____ | Program (if applicable) | _____ | Date | _____ |
| Class (10) | _____ | Management Reporting Unit | _____ | Date | _____ |
| Project/Grant (15) | _____ | Contracts Administration Unit | _____ | Date | _____ |
| Vendor Code (10) | _____ | General Accounting Section | _____ | Date | _____ |

HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all Forms.)

**2076A
SUBRECIPIENT PAYMENT REQUEST**

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"SUBRECIPIENT Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (SUBRECIPIENT'S)
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR COUNTY USE ONLY AND SHOULD BE LEFT BLANK.

EXHIBIT "G" STANDARD AGREEMENT NUMBER 20-HHAP-00009

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

| | |
|------------------------------------------|---------------------------------------------|
| AGREEMENT NUMBER 20-HHAP-00009 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------------------|---------------------------------------------|

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

CONTRACTING AGENCY NAME
Business, Consumer Services, and Housing Agency

CONTRACTOR NAME
County of Riverside, Department of Public Social Services (CA-608 Riverside CoC)

2. The term of this Agreement is:

START DATE
Upon BCSH Approval

THROUGH END DATE
06/30/2025

3. The maximum amount of this Agreement is:

\$ 3,316,372.74

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 | 1-6 |
| Exhibit B | Budget Detail and Payment Provisions | 7-11 |
| Exhibit C | Homeless Coordinating and Financing Council Terms and Conditions | 12-21 |
| + - Exhibit D | Special Terms and Conditions | 22 |
| + - Exhibit E* | General Terms and Conditions | 23 |

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/02/5/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, Department of Public Social Services (CA-608 Riverside CoC)

CONTRACTOR BUSINESS ADDRESS
1111 Spruce Street

| | | |
|--------------------------|--------------------|---------------------|
| CITY <u>Riverside</u> | STATE <u>CA</u> | ZIP <u>92507</u> |
|--------------------------|--------------------|---------------------|

PRINTED NAME OF PERSON SIGNING
Heidi Marshall

TITLE
Director

CONTRACTOR AUTHORIZED SIGNATURE
Heidi Marshall

DATE SIGNED
4-21-2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)


| | |
|------------------------------------------|---------------------------------------------|
| AGREEMENT NUMBER 20-HHAP-00009 | PURCHASING AUTHORITY NUMBER (if Applicable) |
|------------------------------------------|---------------------------------------------|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Business, Consumer Services, and Housing Agency

| | | | |
|------------------------------------------------------------|--------------------|-------------|--------------|
| CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350A | CITY Sacramento | STATE CA | ZIP 95814 |
|------------------------------------------------------------|--------------------|-------------|--------------|

| | |
|----------------------------------------------------------|--------------------|
| PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramirez | TITLE SECRETARY |
|----------------------------------------------------------|--------------------|

| | |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| CONTRACTING AGENCY AUTHORIZED SIGNATURE  | DATE SIGNED 5/14/2020 |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------|

| | |
|----------------------------------------------------|---------------------------|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (if Applicable) |
|----------------------------------------------------|---------------------------|

Continuum of Care for CA-608 Riverside
20-HHAP-00009
Page 1 of 23

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

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SCOPE OF WORK**

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services and Housing Agency.

(b) "Applicant" means a continuum of care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

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database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

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(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

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- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

| | PROGRAM | GRANTEE |
|-------------------------|------------------------------------------------------|---------------------------------------------------------|
| ENTITY: | Business Consumer Services and Housing Agency | Continuum of Care for CA-608 Riverside |
| SECTION/UNIT: | Homeless Coordinating and Financing Council (HCFC) | |
| ADDRESS: | 915 Capitol Mall Suite 350-A Sacramento, CA 95814 | 4060 County Circle Drive Riverside, CA 92503 |
| CONTRACT MANAGER | Amber Ostrander | Rowena Concepcion Administrative Services Manager II |
| PHONE NUMBER: | 916-651-7995 | 951-358-5638 |
| EMAIL ADDRESS: | Amber.Ostrander@bcah.ca.gov | rconcepc@rivco.org |

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All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcc@hsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:

- Grantees that are counties must contractually obligate 100 percent of their full program allocations on or before May 31, 2023.
- Grantees that are cities or continuums of care must contractually obligate no less than 50 percent of program allocations on or before May 31, 2023.

Cities or continuums of care that contractually obligate less than 50 percent of program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B)).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (100 percent) must be expended by June 30, 2025. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (all continuums of care, including those that redirected funding to another jurisdiction - see Exhibit D for relevant Special Terms and Conditions)

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

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- (1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
- (2) Agency approves the alternative disbursement plan.
If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

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- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required

to submit the following information for HCFC to review and approve or deny such projects:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

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7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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1. Termination and Sufficiency of Funds

A. Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of individuals.

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- 4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

- 1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
- 2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- 3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

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relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
 6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.
- C. All remedies available to Agency are cumulative and not exclusive.
- D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

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under this clause to labor organizations with which they have a collective bargaining
or other agreement

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance,
Section 1090 of the Government Code, a representative of a county serving on a
board, committee, or body with the primary purpose of administering funds or making
funding recommendations for applications pursuant to this chapter shall have no
financial interest in any contract, program, or project voted on by the board,
committee, or body on the basis of the receipt of compensation for holding public office
or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure
provisions, will result in the application being rejected and any subsequent contract
being declared void. Other legal action may also be taken. Additional applicable
statutes include, but are not limited to, Government Code section 1090 and Public
Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any
employment, activity, or enterprise from which the officer or employee receives
compensation or has a financial interest, and which is sponsored or funded by any
State agency, unless the employment, activity, or enterprise is required as a condition
of regular State employment. No State officer or employee shall contract on his or her
own behalf as an independent Grantee with any State agency to provide goods or
services.

B. Former State Employees: For the two-year period from the date he or she left State
employment, no former State officer or employee may enter into a contract in which
he or she engaged in any of the negotiations, transactions, planning, arrangements,
or any part of the decision-making process relevant to the contract while employed in
any capacity by any State agency. For the twelve-month period from the date he or
she left State employment, no former State officer or employee may enter into a
contract with any State agency if he or she was employed by that State agency in a
policy-making position in the same general subject area as the proposed contract
within the twelve-month period prior to his or her leaving State service.

C.

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee 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 Grantee, 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.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:
 1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

Homeless Housing, Assistance and Prevention Program
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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

- 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
- 4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

Homeless Housing, Assistance and Prevention Program
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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee is a continuum of care or is a jurisdiction that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

Continuum of Care for CA-608 Riverside
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**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Homeless Housing, Assistance and Prevention Program
NOFA Date: December 6, 2019

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD215 (Rev. 08/2017)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

| | |
|------------------|-------------|
| AGREEMENT NUMBER | 20-HAP-0009 |
| AMENDMENT NUMBER | |

1. CONTRACTOR'S NAME
County of Riverside, Department of Public Social Services (CA-008)

3. AGENCY TRANSMITTING AGREEMENT
Business Consumer Services and Housing Agency (BCSH)

4. DIVISION, BUREAU, OR OTHER UNIT
[blacked out]

5. AGENCY BILLING CODE
010725

6a. CONTRACT ANALYST NAME
Carrie Harmon

6b. PHONE NUMBER
951-358-5636

8. CONTRACTOR NAME
[blacked out]

9. EMAIL
[blacked out]

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No
 Yes (If Yes, enter prior Contractor Name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES
Homeless Housing, Assistance and Prevention funding to support communities in reducing the number of people experiencing homelessness.

9. AGREEMENT OUTLINE (Include reason for Agreement; identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 HHAP is a block grant program designed to provide jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. Spending must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing. The HHAP grant program is authorized by AB 101 (Chapter 159, Statutes of 2018), which was signed into law by Governor Gavin Newsom on July 31, 2019.
 Processing with the authority of the Executive Order N-32-20 - State of Emergency to exist in CA as a result of the threat of COVID-19.

10. PAYMENT TERMS (More than one may apply)
- Monthly Flat Rate
 - Quarterly
 - Withhold
 - One-Time Payment
 - Advanced Payment Not To Exceed
 - Progress Payment
 - Reimbursement / Revenue
 - Other (Explain)

| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|--------------|---------------|-------------|---------|---------|------------------------|
| General Fund | 0515-101-0001 | 19/20 | 159 | 2019 | \$3,311,372.74 |

5432000 SUBJECT CODE

AGREEMENT TOTAL \$3,311,372.74

AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,311,372.74

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

TOTAL AMOUNT ENCUMBERED TO DATE \$3,311,372.74

certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

STATE OF CALIFORNIA
 AGREEMENT SUMMARY
 STD 15 (Rev. 08/2017)

| | |
|------------------|-------------|
| AGREEMENT NUMBER | 20-HAP-0009 |
| AMENDMENT NUMBER | |

| | | | | | | | |
|-------------|----------|-------------|-----------|--------------------------------|----------------|--------------------------|--------|
| AGREEMENT | Original | TERMINATION | 6/30/2025 | TOTAL COST OF THIS TRANSACTION | \$3,311,372.74 | BID, SOLE SOURCE, EXEMPT | Exempt |
| Amendment 1 | | | | | | | |
| Amendment 2 | | | | | | | |
| TOTAL | | | | \$3,311,372.74 | | | |

13. BIDDING METHOD USED

Request for Proposal (RFP) (Attach justification if secondary method is used)
 Invitation for Bid (IFB)
 Other (Explain)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD, 821)
 Use of Master Service Agreement

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank) NA

15. AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER. EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank) NA

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE? NA

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

Contracting out is based on cost savings per Government Code 19130(e). The State Personnel Board has been so notified.
 Not Applicable (Interagency / Public Works / Other)
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.90 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE: _____ SIGNER'S NAME (Print or Type): _____ DATE SIGNED: _____

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the listing of the agreement been reported to the Department of Fair Employment and Housing? Yes No N/A

19. HAS CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESERVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.107? Yes No N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file Yes No N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? Yes No N/A

A. Contractor Certification Clauses No Yes N/A

B. STD 204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED Yes No N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? Yes No N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes (If Yes, provide justification below) _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? Yes (If Yes, provide justification below) No

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE: *[Signature]*

NAME/TITLE (Print or Type): Lourdes Castro Ramirez, Secretary

DATE SIGNED: 5/14/2020

Reset Form

Print Form

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD215 (Rev. 09/2017)

AGREEMENT NUMBER
20-HHAP-00009

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Not Applicable

**EXHIBIT "H"
COVENANT AGREEMENT**

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Carrie Harmon

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 214-292-005 and 214-292-013 T.R.A. No.009-041

COVENANT AGREEMENT

This COVENANT AGREEMENT ("COVENANT AGREEMENT") is made and entered into as of this _____ day of _____, 2021 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"), and YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT dba TRUEEVOLUTION, INC., a California nonprofit corporation ("SUBRECIPIENT"), on behalf of itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof. COUNTY and SUBRECIPIENT are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention ("HHAP") Program, administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency ("BCSH"); and

WHEREAS, the HHAP provides one-time flexible block grant funds to Administrative Entities of Continuums of Care, cities with populations of 300,000 or more, and Counties to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges;

WHEREAS, the COUNTY has been designated as the Administrative Entity to provide coordination and administration of the Continuum of Care for Riverside County (“CoC”); and

WHEREAS, on May 10, 2020, the COUNTY entered into Standard Agreement Number 20-HHAP-00009 with the State of California to receive three million three hundred eleven thousand, three hundred and seventy-two dollars and seventy-four cents (\$3,311,372.74) of HHAP funds; and

WHEREAS, Continuums of Care, cities, counties, and nonprofit organizations may use HHAP funds for capital improvement projects; and

WHEREAS, SUBRECIPIENT is a nonprofit organizations and the owner of that certain real property known as 4132 University Ave, Riverside, CA 92501 and 4145 9th Street, Riverside, CA 92501, and legally described in the Legal Description attached hereto and incorporated herein as Exhibit “A” (collectively, the “PROPERTY”); and

WHEREAS, to assist in addressing the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the City of Riverside, the Parties entered into that certain Subrecipient Agreement for the 2020 Homeless Housing, Assistance, and Prevention (HHAP) PROGRAM Capital Improvement Projects (“SUBRECIPIENT AGREEMENT”) on _____, 2021, wherein, COUNTY granted SUBRECIPIENT up to \$634,498.16 in HHAP funds (“HHAP GRANT”) to be used to pay for capital improvements to the PROPERTY as more fully described in the SUBRECIPIENT AGREEMENT; and

WHEREAS, pursuant to the SUBRECIPIENT AGREEMENT, in consideration for the grant of HHAP funds, SUBRECIPIENT agreed to be bound by the covenants, conditions, and restrictions set forth in a covenant agreement; and

WHEREAS, to memorialize SUBRECIPIENT’s obligation, among other things, to make the capital improvements to the PROPERTY, retain title to the PROPERTY, use the PROPERTY, maintain the PROPERTY, pay all taxes, assessments, encumbrances, charges, and liens on the PROPERTY, not discriminate, insure the PROPERTY, and indemnify the COUNTY as more fully

described in this COVENANT AGREEMENT, as set forth below; and

WHEREAS, capitalized terms not defined here in this COVENANT AGREEMENT shall have the meanings ascribed to them in the SUBRECIPIENT AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this COVENANT AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUBRECIPIENT, on behalf of itself and its successors, assigns, and each successor in interest to the PROPERTY or any part thereof, hereby declares, covenants, agrees, and restricts the PROPERTY as follows:

1. INCORPORATION OF RECITALS. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that the above recitals are true and correct and are hereby made part of this COVENANT AGREEMENT.

2. PROPERTY IMPROVEMENTS. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, if needed, shall improve the PROPERTY in accordance with the provisions of the SUBRECIPIENT AGREEMENT, including, but not limited to, the Scope of Work and Schedule of Performance contained in Exhibit "B" of the SUBRECIPIENT AGREEMENT ("WORK").

3. USE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall use the PROPERTY exclusively for the purpose of providing housing and services to homeless individuals. No change in the use of the PROPERTY shall be permitted without the prior written approval of the COUNTY in its sole discretion. Should SUBRECIPIENT, or its successors and assigns, use the PROPERTY for a use other than exclusively for the purpose of providing housing and services to homeless individuals, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the COUNTY a prorated amount of the HHAP GRANT based upon the number of years (out of the

fifteen (15) years) in which the SUBRECIPIENT, or its successors and assigns, failed to use the PROPERTY (or other property approved by the COUNTY pursuant to Section 16 herein) as required.

4. TRANSFER OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall retain title to the PROPERTY and not Transfer the PROPERTY or any portion thereof, without the written approval of COUNTY, in its sole discretion. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the PROPERTY, including the financing or refinancing of the PROPERTY. Any Transfer of the PROPERTY shall be memorialized in an assignment and assumption agreement the form and substance of which have been first approved in writing by the COUNTY in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with SUBRECIPIENT's duties and obligations under the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT, provided, however, unless otherwise agreed to by the COUNTY in writing, SUBRECIPIENT shall not be released of its obligations under the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT. Should SUBRECIPIENT, or its successors and assigns, Transfer the PROPERTY or any portion thereof, without the written approval of COUNTY, in its sole discretion, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the COUNTY an amount equal to the current market value of the PROPERTY less any portion of the value attributable to expenditures of non-HHAP funds for the acquisition of, or improvement to, the PROPERTY.

5. MAINTENANCE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall protect, maintain, and preserve the PROPERTY in compliance with all applicable federal and state law and regulations and local ordinances. In addition, SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall maintain the PROPERTY, at its sole cost and expense, including, but not limited to improvements, both interior and exterior, and landscaping on the PROPERTY in a first class, clean, safe, sanitary and presentable condition consistent with

community standards free from any accumulation of debris and waste, and in a manner which will uphold the value of the PROPERTY. This standard for the quality of maintenance of the PROPERTY shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the PROPERTY, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, in the event SUBRECIPIENT, or its successors and assigns, fails to maintain the PROPERTY in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall have the right but not the obligation to enter the PROPERTY upon reasonable notice and opportunity to cure as provided herein to SUBRECIPIENT (and the successor or assign that is then the owner of the PROPERTY), correct any violation, and hold SUBRECIPIENT, or such successors or assigns responsible for the cost thereof, and such cost, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

6. TAXES, ASSESSMENTS, ENCUMBRANCES, CHARGES, AND LIENS.

SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall pay before delinquency all taxes and assessments affecting said PROPERTY, when due, and all encumbrances, charges and liens, with interest, on said PROPERTY or any part thereof. Should SUBRECIPIENT, and its successors and assigns, fail to make any payment or to do any act herein provided, then the COUNTY or its designee shall have the right but not the obligation to do so and upon written notice to or demand upon SUBRECIPIENT, and its successors

and assigns, and without releasing SUBRECIPIENT, and its successors and assigns, from any obligation hereof, make or do the same in such manner and to such extent as COUNTY may deem necessary to satisfy such delinquency. The cost borne by the COUNTY from such payment, shall become a charge, which SUBRECIPIENT, and its successors and assigns, shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

7. NONDISCRIMINATION. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, employment of personnel, or solicitation, selection, hiring or treatment of any contractors or consultants to participate in subcontracting/subconsulting opportunities on the basis of ethnic group identification, race, gender, religious creed, color, national origin, ethnicity, ancestry, age, disability, medical condition, marital status or sexual orientation; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. This language shall be incorporated into all contracts between SUBRECIPIENT, and its successors and assigns, and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.

In addition, SUBRECIPIENT herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this COVENANT AGREEMENT is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the PROPERTY, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to

the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the PROPERTY.

SUBRECIPIENT, and its successors and assigns, shall refrain from restricting the rental, sale, or lease of the PROPERTY or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the PROPERTY, or any portion thereof, after the date of this COVENANT AGREEMENT shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b) In leases: "The lessee¹ herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or

¹ For purposes of this COVENANT AGREEMENT, "lessee" shall include tenants, residents or occupants.

herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of SUBRECIPIENT, and its successors and assigns, set forth herein, SUBRECIPIENT, and its successors and assigns, shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT.

8. INSURANCE. Without limiting or diminishing SUBRECIPIENT’s, its successors’, assigns’, and each successor in interest to the PROPERTY’s or any part thereof, obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the Term of this COVENANT AGREEMENT.

a) Property Insurance: SUBRECIPIENT, and its successors and assigns, shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the Term of this COVENANT AGREEMENT. SUBRECIPIENT, and its successors and assigns, shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term “extended coverage,” and

such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the replacement value of the PROPERTY.

b) Worker's Compensation Insurance. If SUBRECIPIENT, or its successors and assigns, have employees as defined by the State of California, SUBRECIPIENT and its successors and assigns shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY.

c) Commercial General Liability Insurance. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this COVENANT AGREEMENT or be no less than two (2) times the occurrence limit.

d) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT, then SUBRECIPIENT, and its successors and assigns, shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this COVENANT AGREEMENT or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insured.

e) All Risk Builder's Insurance: SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to procure all risk builder's insurance for the duration of the WORK to be performed to the PROPERTY. Contractor(s) shall provide a policy of builder's all risk (course of construction) insurance coverage including (if the WORK is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the SUBRECIPIENT, Contractor and every subcontractor, of every tier, for the

duration of the WORK to be performed to the PROPERTY, including property to be used in the construction of the WORK while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor(s) or others, evidence of such separate coverage shall be provided to SUBRECIPIENT, and its successors and assigns, prior to the start of the WORK. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the WORK. Contractor(s) shall be responsible for any and all deductibles under such policy. Upon request by COUNTY, SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

f) Professional Liability: If applicable, SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to procure and maintain Professional Liability Insurance providing coverage for the Contractor's performance of WORK included within the SUBRECIPIENT AGREEMENT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the Term of this COVENANT AGREEMENT and SUBRECIPIENT shall cause Contractor(s) to purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this COVENANT AGREEMENT; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) shall continue as long as the law allows.

g) General Insurance Provisions – All Lines.

i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY Risk Manager waives a

- requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii) The SUBRECIPIENT, and its successors and assigns, must declare its insurance self-insured retentions for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY Risk Manager, SUBRECIPIENT's carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii) SUBRECIPIENT, and its successors and assigns, shall cause its insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.
- iv) It is understood and agreed to by the Parties hereto that SUBRECIPIENT's, its successors' and assigns', insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- v) If, during the Term of this COVENANT AGREEMENT or any extension thereof, there is a material change in the WORK; or, there is a material change in the equipment to be used in the performance of the WORK; or, the Term of this COVENANT AGREEMENT, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this COVENANT AGREEMENT, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT, and its successors and assigns, has become inadequate.
- vi) SUBRECIPIENT, and its successors and assigns, shall pass down the insurance obligations contained herein to all tiers of subcontractors, including Contractor(s), working under the SUBRECIPIENT AGREEMENT or on the PROPERTY.
- vii) The insurance requirements contained in this COVENANT AGREEMENT may be met with a program(s) of self-insurance acceptable to the COUNTY.
- viii) SUBRECIPIENT, and its successors and assigns, agree to notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the COVENANT AGREEMENT.

9. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim, or damage whatsoever, based or asserted upon any acts, omissions and/or services of SUBRECIPIENT (or its successors and assigns), its officers, employees, subcontractors, agents, or representatives arising out of or in any way relating to the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT, including but not limited to property damage, bodily injury, or

death, or any other element of any kind or nature. SUBRECIPIENT, and its successors and assigns, shall defend, at its sole expense, including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards), the Indemnitees in any claim or action based upon such alleged acts, omissions, or services. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, and its successors and assigns, SUBRECIPIENT, and its successors and assigns, shall, its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's, its successors' and assigns', indemnification to Indemnitees as set forth herein. SUBRECIPIENT's, its successors' and assigns', obligation hereunder shall be satisfied when SUBRECIPIENT, and its successors and assigns, have provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this COVENANT AGREEMENT shall in no way limit or circumscribe SUBRECIPIENT's, its successors' and assigns' obligations to indemnify and hold harmless the Indemnitees herein from third party claims. The indemnification and hold harmless obligations set forth herein shall survive the termination and expiration of this COVENANT AGREEMENT.

10. NOTICES. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT, or its successors and assigns, is required or permitted to give to the other Party pursuant to this COVENANT AGREEMENT shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the

respective Parties as follows (or at such other address as COUNTY may designate in writing to SUBRECIPIENT, and its successors and assigns, and SUBRECIPIENT, and its successors and assigns, may designate in writing to COUNTY pursuant to this section):

COUNTYSUBRECIPIENTHHPWSYoung Scholars For Academic Empowermentdba TruEvolution Inc.3403 10th Street, Suite 3004164 Brockton Avenue, Suite ARiverside, CA 92501Riverside, CA 92501

11. REMEDIES. COUNTY shall have the right, in the event of any breach of any agreement or covenant set forth in this COVENANT AGREEMENT, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant. The remedies provided for any breach of any agreement or covenant set forth in this COVENANT AGREEMENT shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

12. TERM. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that the non-discrimination covenants, conditions and restrictions contained in Section 7 of this COVENANT AGREEMENT shall remain in effect in perpetuity; every other covenant, condition and restriction contained in this COVENANT AGREEMENT shall continue in full force and effect for the term of the SUBRECIPIENT AGREEMENT and for a period of fifteen (15) years thereafter ("Term").

13. NOTICE AND CURE. COUNTY shall give SUBRECIPIENT, and its successors and assigns, notice of such default pursuant to section 10 above. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of written notice, SUBRECIPIENT, and its successors and assigns, shall have such period to effect a cure prior to

exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of written notice, and SUBRECIPIENT, and its successors and assigns, (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then SUBRECIPIENT, and its successors and assigns, shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event no later than ninety (90) days from delivery of such written notice.

If a violation of any of the covenants or provisions of this COVENANT AGREEMENT remains uncured after the respective time period set forth in this section, COUNTY and its successors and assigns, without regard to whether COUNTY or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by SUBRECIPIENT, and its successors and assigns, of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the COUNTY to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

14. SENIOR POSITION OF COVENANT AGREEMENT. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that this COVENANT AGREEMENT shall be recorded in the first position senior to all liens and encumbrances against the PROPERTY, other than those expressly agreed to by COUNTY.

15. TRANSFER OF THE COVENANT AGREEMENT. As set forth in the SUBRECIPIENT AGREEMENT, COUNTY and SUBRECIPIENT agree that SUBRECIPIENT may transfer the terms and conditions of this COVENANT AGREEMENT to another property with the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, conditioned, or delayed.

16. MODIFICATIONS OR AMENDMENTS. This COVENANT AGREEMENT shall be modified or amended only by a written amendment signed by the duly authorized and empowered representatives of both the COUNTY and SUBRECIPIENT, and its successors and assigns.

17. GOVERNING LAW; VENUE; SEVERABILITY. This COVENANT AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this COVENANT AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this COVENANT AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way

18. BINDING EFFECT. This COVENANT AGREEMENT shall bind and inure to the benefit of the respective heirs, successors and assigns of the Parties.

19. ACCESS TO PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that representatives of the COUNTY shall have the right of access to the PROPERTY, upon 24 hours' written notice to SUBRECIPIENT, and its successors and assigns, (except in the case of an emergency, in which COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, during normal business hours to inspect the PROPERTY and confirm SUBRECIPIENT, and its successors and assigns, are complying with their obligations in accordance with the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT.

20. MONITORING. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall annually report to the COUNTY, in writing, confirming that they continue to retain title to the PROPERTY, have not Transferred the PROPERTY, providing evidence of insurance, providing evidence of the payment of taxes, and any and all other information reasonably requested by the COUNTY to ensure compliance with the terms

of the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT. Within fifteen (15) days of a written request from the COUNTY, SUBRECIPIENT, and its successors and assigns, shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of this COVENANT AGREEMENT. Failure to completely and timely comply with requests shall be deemed a material default under the terms of this COVENANT AGREEMENT.

21. COUNTERPARTS. This COVENANT AGREEMENT may be signed by the different Parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

22. COVENANT RUNS WITH LAND. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that all conditions, covenants and restrictions contained in this COVENANT AGREEMENT shall be covenants running with the land for the Term of this COVENANT AGREEMENT, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and assigns, against SUBRECIPIENT, and its successors and assigns, to or of SUBRECIPIENT's interest in the PROPERTY, or any portion thereof or any interest therein, and any party in possession or occupancy of said PROPERTY or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument. COUNTY shall be deemed the beneficiary of the covenants, conditions and restrictions of this COVENANT AGREEMENT both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is an owner of any interest in the PROPERTY. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this COVENANT AGREEMENT shall not benefit nor be enforceable by any other owner of real PROPERTY except the COUNTY.

23. NON-LIABILITY OF THE COUNTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that in no event shall the COUNTY become in any way liable or obligated to the SUBRECIPIENT, or its successors and assigns, by reason of its rights set forth in this COVENANT AGREEMENT for the COUNTY's failure to exercise any such rights set forth herein.

24. ENTIRE AGREEMENT. This COVENANT AGREEMENT and the SUBRECIPIENT AGREEMENT sets forth and contains the entire understanding and agreement of the Parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this COVENANT AGREEMENT, and the SUBRECIPIENT AGREEMENT, including all amendments and modifications to the SUBRECIPIENT AGREEMENT.

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(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this COVENANT AGREEMENT as of the dates written below.

COUNTY

SUBRECIPIENT

By: _____

By: _____

Name: Heidi Marshall

Name: Gabriel Maldonado

Title: Director of HHPWS

Title: Chief Executive Officer

Young Scholars for Academic Empowerment,
dba TruEvolution, Inc.

Date: _____

Date: _____

(Signatures on this page must be notarized.)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

THE REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 80 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF BLOCK 8, RANGE 11, TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 98 FEET;

THENCE AT A RIGHT ANGLE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 50 FEET;

THENCE AT A RIGHT ANGLE NORTHERLY, PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 98 FEET TO THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE);

THENCE EASTERLY, ON SAID SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 50 FEET, TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF BLOCK 8 OF RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 55 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID BLOCK 8;

THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET;

THENCE AT A RIGHT ANGLE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 39.6 FEET;

THENCE AT A RIGHT ANGLE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET;

THENCE SOUTHERLY ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 39.6 FEET TO THE POINT OF BEGINNING.

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Carrie Harmon

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 214-292-005 and 214-292-013 T.R.A. No.009-041

COVENANT AGREEMENT

This COVENANT AGREEMENT (“COVENANT AGREEMENT”) is made and entered into as of this _____ day of _____, 2021 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (“COUNTY”), and YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT dba TRUEEVOLUTION, INC., a California nonprofit corporation (“SUBRECIPIENT”), on behalf of itself, its successors and assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof. COUNTY and SUBRECIPIENT are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State of California has established the Homeless Housing, Assistance, and Prevention (“HHAP”) Program, administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (“BCSH”); and

WHEREAS, the HHAP provides one-time flexible block grant funds to Administrative Entities of Continuums of Care, cities with populations of 300,000 or more, and Counties to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges;

WHEREAS, the COUNTY has been designated as the Administrative Entity to provide coordination and administration of the Continuum of Care for Riverside County (“CoC”); and

WHEREAS, on May 10, 2020, the COUNTY entered into Standard Agreement Number 20-HHAP-00009 with the State of California to receive three million three hundred eleven thousand, three hundred and seventy-two dollars and seventy-four cents (\$3,311,372.74) of HHAP funds; and

WHEREAS, Continuums of Care, cities, counties, and nonprofit organizations may use HHAP funds for capital improvement projects; and

WHEREAS, SUBRECIPIENT is a nonprofit organizations and the owner of that certain real property known as 4132 University Ave, Riverside, CA 92501 and 4145 9th Street, Riverside, CA 92501, and legally described in the Legal Description attached hereto and incorporated herein as Exhibit “A” (collectively, the “PROPERTY”); and

WHEREAS, to assist in addressing the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the City of Riverside, the Parties entered into that certain Subrecipient Agreement for the 2020 Homeless Housing, Assistance, and Prevention (HHAP) PROGRAM Capital Improvement Projects (“SUBRECIPIENT AGREEMENT”) on _____, 2021, wherein, COUNTY granted SUBRECIPIENT up to \$634,498.16 in HHAP funds (“HHAP GRANT”) to be used to pay for capital improvements to the PROPERTY as more fully described in the SUBRECIPIENT AGREEMENT; and

WHEREAS, pursuant to the SUBRECIPIENT AGREEMENT, in consideration for the grant of HHAP funds, SUBRECIPIENT agreed to be bound by the covenants, conditions, and restrictions set forth in a covenant agreement; and

WHEREAS, to memorialize SUBRECIPIENT’s obligation, among other things, to make the capital improvements to the PROPERTY, retain title to the PROPERTY, use the PROPERTY, maintain the PROPERTY, pay all taxes, assessments, encumbrances, charges, and liens on the PROPERTY, not discriminate, insure the PROPERTY, and indemnify the COUNTY as more fully

described in this COVENANT AGREEMENT, as set forth below; and

WHEREAS, capitalized terms not defined here in this COVENANT AGREEMENT shall have the meanings ascribed to them in the SUBRECIPIENT AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this COVENANT AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUBRECIPIENT, on behalf of itself and its successors, assigns, and each successor in interest to the PROPERTY or any part thereof, hereby declares, covenants, agrees, and restricts the PROPERTY as follows:

1. INCORPORATION OF RECITALS. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that the above recitals are true and correct and are hereby made part of this COVENANT AGREEMENT.

2. PROPERTY IMPROVEMENTS. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, if needed, shall improve the PROPERTY in accordance with the provisions of the SUBRECIPIENT AGREEMENT, including, but not limited to, the Scope of Work and Schedule of Performance contained in Exhibit "B" of the SUBRECIPIENT AGREEMENT ("WORK").

3. USE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall use the PROPERTY exclusively for the purpose of providing housing and services to homeless individuals. No change in the use of the PROPERTY shall be permitted without the prior written approval of the COUNTY in its sole discretion. Should SUBRECIPIENT, or its successors and assigns, use the PROPERTY for a use other than exclusively for the purpose of providing housing and services to homeless individuals, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the COUNTY a prorated amount of the HHAP GRANT based upon the number of years (out of the

fifteen (15) years) in which the SUBRECIPIENT, or its successors and assigns, failed to use the PROPERTY (or other property approved by the COUNTY pursuant to Section 16 herein) as required.

4. TRANSFER OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall retain title to the PROPERTY and not Transfer the PROPERTY or any portion thereof, without the written approval of COUNTY, in its sole discretion. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the PROPERTY, including the financing or refinancing of the PROPERTY. Any Transfer of the PROPERTY shall be memorialized in an assignment and assumption agreement the form and substance of which have been first approved in writing by the COUNTY in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with SUBRECIPIENT's duties and obligations under the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT, provided, however, unless otherwise agreed to by the COUNTY in writing, SUBRECIPIENT shall not be released of its obligations under the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT. Should SUBRECIPIENT, or its successors and assigns, Transfer the PROPERTY or any portion thereof, without the written approval of COUNTY, in its sole discretion, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the COUNTY an amount equal to the current market value of the PROPERTY less any portion of the value attributable to expenditures of non-HHAP funds for the acquisition of, or improvement to, the PROPERTY.

5. MAINTENANCE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall protect, maintain, and preserve the PROPERTY in compliance with all applicable federal and state law and regulations and local ordinances. In addition, SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall maintain the PROPERTY, at its sole cost and expense, including, but not limited to improvements, both interior and exterior, and landscaping on the PROPERTY in a first class, clean, safe, sanitary and presentable condition consistent with

community standards free from any accumulation of debris and waste, and in a manner which will uphold the value of the PROPERTY. This standard for the quality of maintenance of the PROPERTY shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the PROPERTY, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, in the event SUBRECIPIENT, or its successors and assigns, fails to maintain the PROPERTY in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall have the right but not the obligation to enter the PROPERTY upon reasonable notice and opportunity to cure as provided herein to SUBRECIPIENT (and the successor or assign that is then the owner of the PROPERTY), correct any violation, and hold SUBRECIPIENT, or such successors or assigns responsible for the cost thereof, and such cost, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

6. TAXES, ASSESSMENTS, ENCUMBRANCES, CHARGES, AND LIENS.

SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall pay before delinquency all taxes and assessments affecting said PROPERTY, when due, and all encumbrances, charges and liens, with interest, on said PROPERTY or any part thereof. Should SUBRECIPIENT, and its successors and assigns, fail to make any payment or to do any act herein provided, then the COUNTY or its designee shall have the right but not the obligation to do so and upon written notice to or demand upon SUBRECIPIENT, and its successors

and assigns, and without releasing SUBRECIPIENT, and its successors and assigns, from any obligation hereof, make or do the same in such manner and to such extent as COUNTY may deem necessary to satisfy such delinquency. The cost borne by the COUNTY from such payment, shall become a charge, which SUBRECIPIENT, and its successors and assigns, shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

7. NONDISCRIMINATION. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, employment of personnel, or solicitation, selection, hiring or treatment of any contractors or consultants to participate in subcontracting/subconsulting opportunities on the basis of ethnic group identification, race, gender, religious creed, color, national origin, ethnicity, ancestry, age, disability, medical condition, marital status or sexual orientation; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. This language shall be incorporated into all contracts between SUBRECIPIENT, and its successors and assigns, and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.

In addition, SUBRECIPIENT herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this COVENANT AGREEMENT is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the PROPERTY, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to

the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the PROPERTY.

SUBRECIPIENT, and its successors and assigns, shall refrain from restricting the rental, sale, or lease of the PROPERTY or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the PROPERTY, or any portion thereof, after the date of this COVENANT AGREEMENT shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

b) In leases: “The lessee¹ herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or

¹ For purposes of this COVENANT AGREEMENT, “lessee” shall include tenants, residents or occupants.

herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of SUBRECIPIENT, and its successors and assigns, set forth herein, SUBRECIPIENT, and its successors and assigns, shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT.

8. INSURANCE. Without limiting or diminishing SUBRECIPIENT’s, its successors’, assigns’, and each successor in interest to the PROPERTY’s or any part thereof, obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the Term of this COVENANT AGREEMENT.

a) Property Insurance: SUBRECIPIENT, and its successors and assigns, shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the Term of this COVENANT AGREEMENT. SUBRECIPIENT, and its successors and assigns, shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term “extended coverage,” and

such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the replacement value of the PROPERTY.

b) Worker's Compensation Insurance. If SUBRECIPIENT, or its successors and assigns, have employees as defined by the State of California, SUBRECIPIENT and its successors and assigns shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY.

c) Commercial General Liability Insurance. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this COVENANT AGREEMENT or be no less than two (2) times the occurrence limit.

d) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT, then SUBRECIPIENT, and its successors and assigns, shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this COVENANT AGREEMENT or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insured.

e) All Risk Builder's Insurance: SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to procure all risk builder's insurance for the duration of the WORK to be performed to the PROPERTY. Contractor(s) shall provide a policy of builder's all risk (course of construction) insurance coverage including (if the WORK is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the SUBRECIPIENT, Contractor and every subcontractor, of every tier, for the

duration of the WORK to be performed to the PROPERTY, including property to be used in the construction of the WORK while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor(s) or others, evidence of such separate coverage shall be provided to SUBRECIPIENT, and its successors and assigns, prior to the start of the WORK. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the WORK. Contractor(s) shall be responsible for any and all deductibles under such policy. Upon request by COUNTY, SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

f) Professional Liability: If applicable, SUBRECIPIENT, and its successors and assigns, shall cause its Contractor(s) to procure and maintain Professional Liability Insurance providing coverage for the Contractor's performance of WORK included within the SUBRECIPIENT AGREEMENT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the Term of this COVENANT AGREEMENT and SUBRECIPIENT shall cause Contractor(s) to purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this COVENANT AGREEMENT; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) shall continue as long as the law allows.

g) General Insurance Provisions – All Lines.

i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY Risk Manager waives a

requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- ii) The SUBRECIPIENT, and its successors and assigns, must declare its insurance self-insured retentions for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY Risk Manager, SUBRECIPIENT's carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii) SUBRECIPIENT, and its successors and assigns, shall cause its insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.
- iv) It is understood and agreed to by the Parties hereto that SUBRECIPIENT's, its successors' and assigns', insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- v) If, during the Term of this COVENANT AGREEMENT or any extension thereof, there is a material change in the WORK; or, there is a material change in the equipment to be used in the performance of the WORK; or, the Term of this COVENANT AGREEMENT, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this COVENANT AGREEMENT, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT, and its successors and assigns, has become inadequate.
- vi) SUBRECIPIENT, and its successors and assigns, shall pass down the insurance obligations contained herein to all tiers of subcontractors, including Contractor(s), working under the SUBRECIPIENT AGREEMENT or on the PROPERTY.
- vii) The insurance requirements contained in this COVENANT AGREEMENT may be met with a program(s) of self-insurance acceptable to the COUNTY.
- viii) SUBRECIPIENT, and its successors and assigns, agree to notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the COVENANT AGREEMENT.

9. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim, or damage whatsoever, based or asserted upon any acts, omissions and/or services of SUBRECIPIENT (or its successors and assigns), its officers, employees, subcontractors, agents, or representatives arising out of or in any way relating to the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT, including but not limited to property damage, bodily injury, or

death, or any other element of any kind or nature. SUBRECIPIENT, and its successors and assigns, shall defend, at its sole expense, including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards), the Indemnitees in any claim or action based upon such alleged acts, omissions, or services. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, and its successors and assigns, SUBRECIPIENT, and its successors and assigns, shall, its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT's, its successors' and assigns', indemnification to Indemnitees as set forth herein. SUBRECIPIENT's, its successors' and assigns', obligation hereunder shall be satisfied when SUBRECIPIENT, and its successors and assigns, have provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this COVENANT AGREEMENT shall in no way limit or circumscribe SUBRECIPIENT's, its successors' and assigns' obligations to indemnify and hold harmless the Indemnitees herein from third party claims. The indemnification and hold harmless obligations set forth herein shall survive the termination and expiration of this COVENANT AGREEMENT.

10. NOTICES. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT, or its successors and assigns, is required or permitted to give to the other Party pursuant to this COVENANT AGREEMENT shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the

respective Parties as follows (or at such other address as COUNTY may designate in writing to SUBRECIPIENT, and its successors and assigns, and SUBRECIPIENT, and its successors and assigns, may designate in writing to COUNTY pursuant to this section):

COUNTY

SUBRECIPIENT

HHPWS

Young Scholars For Academic Empowerment
dba TruEvolution Inc.

3403 10th Street, Suite 300
Riverside, CA 92501

4164 Brockton Avenue, Suite A
Riverside, CA 92501

11. REMEDIES. COUNTY shall have the right, in the event of any breach of any agreement or covenant set forth in this COVENANT AGREEMENT, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant. The remedies provided for any breach of any agreement or covenant set forth in this COVENANT AGREEMENT shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

12. TERM. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof, that the non-discrimination covenants, conditions and restrictions contained in Section 7 of this COVENANT AGREEMENT shall remain in effect in perpetuity; every other covenant, condition and restriction contained in this COVENANT AGREEMENT shall continue in full force and effect for the term of the SUBRECIPIENT AGREEMENT and for a period of fifteen (15) years thereafter (“Term”).

13. NOTICE AND CURE. COUNTY shall give SUBRECIPIENT, and its successors and assigns, notice of such default pursuant to section 10 above. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof, that any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of written notice, SUBRECIPIENT, and its successors and assigns, shall have such period to effect a cure prior to

exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of written notice, and SUBRECIPIENT, and its successors and assigns, (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then SUBRECIPIENT, and its successors and assigns, shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event no later than ninety (90) days from delivery of such written notice.

If a violation of any of the covenants or provisions of this COVENANT AGREEMENT remains uncured after the respective time period set forth in this section, COUNTY and its successors and assigns, without regard to whether COUNTY or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by SUBRECIPIENT, and its successors and assigns, of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the COUNTY to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

14. SENIOR POSITION OF COVENANT AGREEMENT. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that this COVENANT AGREEMENT shall be recorded in the first position senior to all liens and encumbrances against the PROPERTY, other than those expressly agreed to by COUNTY.

15. TRANSFER OF THE COVENANT AGREEMENT. As set forth in the SUBRECIPIENT AGREEMENT, COUNTY and SUBRECIPIENT agree that SUBRECIPIENT may transfer the terms and conditions of this COVENANT AGREEMENT to another property with the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, conditioned, or delayed.

16. MODIFICATIONS OR AMENDMENTS. This COVENANT AGREEMENT shall be modified or amended only by a written amendment signed by the duly authorized and empowered representatives of both the COUNTY and SUBRECIPIENT, and its successors and assigns.

17. GOVERNING LAW; VENUE; SEVERABILITY. This COVENANT AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this COVENANT AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this COVENANT AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way

18. BINDING EFFECT. This COVENANT AGREEMENT shall bind and inure to the benefit of the respective heirs, successors and assigns of the Parties.

19. ACCESS TO PROPERTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that representatives of the COUNTY shall have the right of access to the PROPERTY, upon 24 hours' written notice to SUBRECIPIENT, and its successors and assigns, (except in the case of an emergency, in which COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, during normal business hours to inspect the PROPERTY and confirm SUBRECIPIENT, and its successors and assigns, are complying with their obligations in accordance with the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT.

20. MONITORING. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall annually report to the COUNTY, in writing, confirming that they continue to retain title to the PROPERTY, have not Transferred the PROPERTY, providing evidence of insurance, providing evidence of the payment of taxes, and any and all other information reasonably requested by the COUNTY to ensure compliance with the terms

of the SUBRECIPIENT AGREEMENT and this COVENANT AGREEMENT. Within fifteen (15) days of a written request from the COUNTY, SUBRECIPIENT, and its successors and assigns, shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of this COVENANT AGREEMENT. Failure to completely and timely comply with requests shall be deemed a material default under the terms of this COVENANT AGREEMENT.

21. COUNTERPARTS. This COVENANT AGREEMENT may be signed by the different Parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

22. COVENANT RUNS WITH LAND. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that all conditions, covenants and restrictions contained in this COVENANT AGREEMENT shall be covenants running with the land for the Term of this COVENANT AGREEMENT, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and assigns, against SUBRECIPIENT, and its successors and assigns, to or of SUBRECIPIENT's interest in the PROPERTY, or any portion thereof or any interest therein, and any party in possession or occupancy of said PROPERTY or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument. COUNTY shall be deemed the beneficiary of the covenants, conditions and restrictions of this COVENANT AGREEMENT both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is an owner of any interest in the PROPERTY. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this COVENANT AGREEMENT shall not benefit nor be enforceable by any other owner of real PROPERTY except the COUNTY.

23. NON-LIABILITY OF THE COUNTY. SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that in no event shall the COUNTY become in any way liable or obligated to the SUBRECIPIENT, or its successors and assigns, by reason of its rights set forth in this COVENANT AGREEMENT for the COUNTY's failure to exercise any such rights set forth herein.

24. ENTIRE AGREEMENT. This COVENANT AGREEMENT and the SUBRECIPIENT AGREEMENT sets forth and contains the entire understanding and agreement of the Parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this COVENANT AGREEMENT, and the SUBRECIPIENT AGREEMENT, including all amendments and modifications to the SUBRECIPIENT AGREEMENT.

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(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this COVENANT AGREEMENT as of the dates written below.

COUNTY

By: _____

Name: Heidi Marshall

Title: Director of HHPWS

Date: _____

SUBRECIPIENT

By: _____

Name: Gabriel Maldonado

Title: Chief Executive Officer

Young Scholars for Academic Empowerment,
dba TruEvolution, Inc.

Date: _____

(Signatures on this page must be notarized.)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

THE REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 80 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF BLOCK 8, RANGE 11, TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 98 FEET;

THENCE AT A RIGHT ANGLE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 50 FEET;

THENCE AT A RIGHT ANGLE NORTHERLY, PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 98 FEET TO THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE);

THENCE EASTERLY, ON SAID SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 50 FEET, TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF BLOCK 8 OF RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 55 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID BLOCK 8;

THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET;

THENCE AT A RIGHT ANGLE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 39.6 FEET;

THENCE AT A RIGHT ANGLE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET;

THENCE SOUTHERLY ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE) 39.6 FEET TO THE POINT OF BEGINNING.