

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



ITEM: 3.36
(ID # 21851)

MEETING DATE:
Tuesday, August 29, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve Allocation in the form of a Grant in the Amount of \$1,000,000 Derived from County's ARPA Allocation for the Galilee Center Expansion Project; Approve the Form of the Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds and the Form of the Covenant Agreement; and Authorize the Director of HWS to Execute the ARPA Grant Agreement, Covenant Agreement with Galilee Center, Inc, for the Expansion of the Galilee Center in the Unincorporated Community of Mecca; District 4. [\$1,000,000 – 100% Federal ARPA Funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize \$1,000,000 from District 4 - 2nd ARPA allocation, to be obligated for the Galilee Center Expansion project;

Continued on Page 2

ACTION:Policy, 4/5 Vote Required


Heidi Marshall, Director 5/2/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve a grant in the amount of \$1,000,000 derived from County's ARPA Allocation to pay for construction, development, and renovation costs for the expansion of the Galilee Center located in the unincorporated community of Mecca for homeless and chronically homeless households affected by the COVID-19 pandemic;
3. Approve the attached forms of the Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds (Grant Agreement) and the Covenant Agreement;
4. Authorize the Director of the Housing and Workforce Solutions (HWS), or designee, to execute a Grant Agreement and a Covenant Agreement with Galilee Center, Inc., each substantially conforming in form and substance to the attached Grant Agreement and Covenant Agreement, to provide a grant in the total amount of \$1,000,000 with the term commencing upon signature of the parties and terminating the later of July 1, 2079 or fifty-five (55) years from the execution of the Covenant Agreement, subject to approval as to form by County Counsel;
5. Authorize the Director of the HWS, or designee, to take all necessary steps to implement the Grant Agreement and Covenant Agreement with Galilee Center, Inc., including, but not limited to, negotiating, approving, and signing any subsequent necessary and relevant documents that conform to the intent of the Grant Agreement, subject to approval as to form by County Counsel; and
6. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,000,000	\$ 0	\$1,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) Funds 100%			Budget Adjustment: Yes	
			For Fiscal Year: 2023/2024	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Galilee Center, Inc., a California nonprofit public benefit corporation (Galilee), has applied for County funds for proposed improvements to the Galilee Center that is located in the unincorporated community of Mecca. The Galilee Center provides food, clothing, temporary shelter, showers, and other basic needs to the working poor and families that do not have anywhere to turn to in the eastern part of the Coachella Valley. Over the past years the need for shelters has grown beyond Galilee's current capacity, and in order to meet that need Galilee is planning a major expansion of the Galilee Center. Improvements include the addition of a 6,500

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square foot emergency shelter; the new building will feature two separate dormitory type rooms for male and female clients and will double the sleep number capacity for overnight stays from 75 beds to 150 beds. Other improvements include kitchen remodel to serve more meals, and the community room will no longer act as a shelter and will be use as originally intended for community dining, special events, and a cooling center (Project). The development cost for the proposed Project is estimated at \$5,098,036.

The County is contributing \$1,000,000 towards the Project's development cost, using American Rescue Plan Act (ARPA) funds allocated to Riverside County from California's direct allocation of federal ARPA funds; the allowable uses of ARPA funds include increasing local sheltering capacity for low-income families and individuals disproportionately affected by the COVID-19 pandemic.

In addition to the \$1,000,000 ARPA grant, the County of Riverside is also contributing \$1,000,000 in Unincorporated Communities Initiative (UCI) grant funds to this Project under a separate Board action. On June 27, 2023, the Board of Supervisors approved \$500,000 in UCI funds for the Project (Minute Order 3.102). A separate Board action will be considered for the remaining \$500,000 in UCI funds. The attached Grant Agreement only obligates \$1,000,000 of the ARPA funds that the County is contributing to this Project. All the other funding has been generated through fundraising campaigns by Galilee Center.

County Counsel has reviewed and approved as to form the attached form of the Grant Agreement for the Use of ARPA Funds and Covenant Agreement. Staff recommends that the Board approve the forms of the Grant Agreement and Covenant Agreement.

Impact on Citizens and Businesses

Shelter capacity and cooling centers in that region are in short supply and the expansion of the Galilee Center will help the County with meeting that demand. On July 11, 2023 (Minute Order 3.18), the Board allocated \$7,616,660 in ARPA funds to eight (8) different projects throughout the County that will increase the available shelter bed capacity in Riverside County from 873 to 1,114. The expansion of the Galilee Center will add another 75 beds, which will have a total increase of 36% for shelter bed capacity throughout the County. The Project is also expected to create temporary jobs in construction.

SUPPLEMENTAL:

Additional Fiscal Information

On October 19, 2021 (Minute Order 3.5), the Board of Supervisors allocated \$50,000,000 of ARPA funds for the purpose of addressing homelessness through development of affordable housing and providing shelter. The allocation was divided evenly between each Supervisorial District (\$10,000,000 per district).

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors allocated an additional \$165,000,000 in ARPA funding (2nd ARPA allocation) as part of the American Rescue Plan Act of 2021 (Pub. L 117-2). Of this 2nd ARPA allocation, \$33,000,000 was equally distributed to

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each district. These funds are to focus on projects and/or programs that serve as a pathway to transition into permanent housing with the necessary supporting infrastructure. The ARPA grant funds to Galilee Center will be funded with 2nd ARPA allocation funds.

Attachments:

- Form of the Grant Agreement for the Use of ARPA Funds, including the form of the Covenant Agreement
- Schedule A Budget Adjustment



Heydee Koury, Sr Accountant - Auditor 5/2/2023



Brianna Lontajo, Principal Management Analyst 8/24/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 8/10/2023

GRANT AGREEMENT FOR THE USE OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS (“Agreement”) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”) and GALILEE CENTER, INC., a California nonprofit public benefit corporation (“GRANTEE”). The COUNTY and GRANTEE may be individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made and entered into as of the Effective Date (defined herein).

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the “SLFRF”; and

WHEREAS, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic; and

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness; and

WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second installment allocation of APRA funds to focus on projects and/or programs that serve as a

1 pathway to create affordable housing with necessary supporting infrastructure to assist low-
2 income communities disproportionately affected by the COVID-19 pandemic; and

3 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
4 to expand the Galilee Center by 6,500 square feet shelter space, improve the kitchen to increase
5 the meals it can serve the community, enclose the play area, add a new 3,000 square feet
6 warehouse/office, and install two additional solar panels. The proposed development will provide
7 up to eighty (80) beds of transitional housing and wrap-around services to promote self-sufficiency
8 as more fully described herein (collectively, the "Project"). The Project will be located at 66101
9 Hammond Road in Mecca, California 92254, more specifically known as Assessor's Parcel
10 Numbers 727-185-004, 727-185-003, and 727-272-012 ("Property"), and as more specifically
11 described in the legal description attached hereto and incorporated herein as **Exhibit A**; and

12 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial
13 assistance to GRANTEE in the maximum amount of One Million Five Hundred Thousand
14 Dollars (\$1,500,000.00) consisting of SLFRF funds, to fund a portion of the rehabilitation costs
15 of the Property, as more fully described herein; and

16 WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
17 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
18 economic impacts for the purpose of assisting low-income households and individuals
19 disproportionately impacted by the COVID-19 pandemic through the development, repair and
20 operation of affordable housing and services or programs to increase long-term housing security;

21 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses
22 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
23 insecurity as a result of impacts due do to the COVID-19 public health emergency.

24 NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable
25 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY
26 and GRANTEE hereby agree as follows:

- 27 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
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1 herein by this reference. COUNTY has agreed provide a grant in the maximum total of One
2 Million Five Hundred Thousand Dollars (\$1,500,000.00) in ARPA funds (“ARPA Grant”) to
3 GRANTEE upon the satisfaction of the terms and conditions set forth herein, including but not
4 limited to the conditions precedent to distribution of the ARPA Grant set forth in **Section 11**
5 below. Subject also to **Sections 48** below, GRANTEE shall undertake and complete the ARPA
6 activities required herein and as set forth in **Exhibits A and A-1**, and shall utilize the ARPA
7 Grant, as required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that
8 are experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3
9 (“Qualified Population(s)”).

10 2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date
11 (defined in **Section 55** below), GRANTEE hereby agrees to undertake and complete the
12 following activities within the time period(s) set forth herein and in **Exhibit A-1**:

- 13 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in
14 **Section 11** below.
- 15 b. Fund the Project in accordance with the timeline set forth in **Exhibit A and A-**
16 **1**.
- 17 c. Operate the Project in such a manner so that it will remain available to the
18 Qualified Population for the Affordability Period as defined in **Section 14**
19 below.
- 20 d. Maintain the Project in compliance with applicable local, state, federal laws,
21 codes and regulations, including but not limited to the ARPA rules, as further
22 described in **Section 17** below until the expiration of the Term of this
23 Agreement set forth in **Section 6** below, and the Affordability Period set forth
24 in **Section 14** below.
- 25 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules
26 and GRANTEE shall expend the SLFRF funds by July 1, 2023. GRANTEE
27 shall demonstrate to the COUNTY, in the COUNTY’s sole and absolute
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1 discretion, that the SLFRF funds are deemed fully expended in compliance
2 with the ARPA Rules.

3 3. RESERVED.

4 4. ARPA GRANT. Subject to GRANTEE's satisfaction of the conditions precedent
5 to disbursement of the ARPA Grant set forth in **Section 11** below, COUNTY shall distribute the
6 ARPA Grant to GRANTEE.

7 5. PRIOR COUNTY APPROVAL.

8 a. Except as otherwise expressly provided in this Agreement, approvals required
9 of the COUNTY shall be deemed granted by the written approval of the
10 Director of Housing and Workforce Solutions ("HWS"), or designee.
11 Notwithstanding the foregoing, the Director may, in their sole discretion, refer
12 to the governing body of the COUNTY any item requiring COUNTY
13 approval; otherwise, "COUNTY approval" means and refers to approval by
14 the Director of HWS, or designee.

15 b. The Director of HWS, or designee, shall have the right to make changes to the
16 attachments to this Agreement in order to ensure that all such attachments are
17 consistent with the terms and provisions of this Agreement.

18 6. TERM OF AGREEMENT. This Agreement shall become effective upon the
19 Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the
20 terms hereof, shall continue in full force and effect until the later to occur of (i) July 1, 2079 or
21 (ii) fifty-five (55) years from the date of execution of the Covenant Agreement for the Project
22 ("Term of Agreement").

23 7. GRANTEE'S REPRESENTATIONS. GRANTEE represents and warrants to
24 COUNTY as follows:

25 a. Authority. GRANTEE has full right, power, and lawful authority to enter into
26 this Agreement and accept the ARPA Grant and undertake all obligations as
27 provided herein. The execution, performance, and delivery of this Agreement
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1 by GRANTEE have been fully authorized by all requisite actions on the part
2 of GRANTEE.

3 b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution,
4 delivery and performance of its obligations under this Agreement will not
5 constitute a default or a breach under contract, agreement or order to which
6 GRANTEE is a party or by which it is bound.

7 c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.

8 d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition
9 which would cause any of the warranties and representations in this **Section 7**
10 not to be true as of close of escrow, immediately give written notice of such
11 fact or condition to COUNTY. Such exception(s) to a representation shall not
12 be deemed a breach by GRANTEE hereunder but shall constitute an exception
13 which COUNTY shall have the right to approve or disapprove if such
14 exception would have an effect on the value and/or operation of the Project.

15 8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the
16 Implementation Schedule set forth in **Exhibit A-1**, as such schedule may be amended, in
17 COUNTY's sole and absolute discretion, pursuant to **Section 10**, and subject to Force Majeure
18 Delays as defined in **Section 9**.

19 9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the
20 reasonable control of GRANTEE, and which could not have been reasonably anticipated, which
21 prevent(s) GRANTEE from complying with any of its obligations under this Agreement,
22 including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders,
23 strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

24 "Force Majeure Delay" is delay due to Force Majeure that, in each case, (i)
25 materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is
26 not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the
27 exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and
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1 is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is
2 not the result of the failure of GRANTEE to perform any of its obligations under this Agreement.
3 Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have occurred
4 unless GRANTEE has notified COUNTY in writing of such occurrence within fifteen (15) days
5 after such occurrence, and has provided COUNTY with the details of such event and the length
6 of the anticipated delay within an additional fifteen (15) days thereafter. GRANTEE shall
7 diligently attempt to remove, resolve, or otherwise eliminate such event, keep COUNTY advised
8 with respect thereto, and shall commence performance of its obligations hereunder immediately
9 upon such removal, resolution or elimination. During the occurrence and continuance of a Force
10 Majeure Delay, GRANTEE shall be excused from performance of its obligations under this
11 Agreement to the extent the Force Majeure prevents GRANTEE from performing such
12 obligations.

13 10. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its
14 sole and absolute discretion and subject to ARPA Rules, grant an extension to the
15 Implementation Schedule set forth in **Exhibit A-1** for the purpose of completing GRANTEE's
16 activities which cannot be completed as outlined in **Exhibit A-1**. GRANTEE shall request said
17 extension in writing, stating the reasons therefore, which extension must be first approved in
18 writing by the COUNTY in its sole and absolute discretion. The Director of HWS, or designee,
19 may extend all pending deadlines in the Implementation Schedule on two (2) or fewer occasions,
20 so long as the aggregate duration of such administrative time extensions is no greater than ninety
21 (90) days and complies with all ARPA Rules. Every term, condition, covenant, and requirement
22 of this Agreement shall continue in full force and effect during the period of any such extension.

23 11. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS.
24 COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to
25 GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse
26 any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have
27 been satisfied:
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- 1 a. GRANTEE executes this Agreement and delivers to COUNTY;
- 2 b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- 3 c. GRANTEE provides evidence it has obtain the necessary building permits to
- 4 develop improvements to the property that are being proposed as outlined in
- 5 **Exhibit A;**
- 6 d. GRANTEE executes the Covenant Agreement, substantially conforming in
- 7 form and substance to the Covenant Agreement attached hereto and
- 8 incorporated herein as **Exhibit C**, and delivers to the County of Riverside;
- 9 e. RESERVED;
- 10 f. RESERVED;
- 11 g. GRANTEE is not in default under the terms of this Agreement or any other
- 12 agreement related to the financing of the Project;
- 13 h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE
- 14 hires a qualified professional firm to review and monitor Davis Bacon and/or
- 15 prevailing wage compliance for all submissions of contractors certified
- 16 payrolls to COUNTY. In the event that the Project requires prevailing wages,
- 17 GRANTEE shall comply with, and shall require its contractors and
- 18 subcontractors performing work on the Project, to pay prevailing wages, use a
- 19 skilled and trained workforce, and adhere to any applicable labor regulations
- 20 and all State laws in connection with the construction of the Project, including
- 21 but not limited to Article 1 (commencing with Section 1720) of Part 7 of
- 22 Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section
- 23 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees
- 24 and acknowledges that it is the responsibility of GRANTEE to obtain a legal
- 25 determination, at GRANTEE's sole cost and expense, as to whether prevailing
- 26 wages must be paid during the construction of the Project. If the Project is
- 27 subject to prevailing wages, then GRANTEE shall be solely responsible to pay
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1 its contractors and subcontractors the required prevailing wage rates.
2 GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from
3 and against any and all liability arising out of and related to GRANTEE's
4 failure to comply with any and all applicable Davis Bacon and/or prevailing
5 wage requirements;

- 6 i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all
7 persons, contractors, consultants, businesses, etc. ("Developer Associates"),
8 are conducting business with, are not presently debarred, proposed for
9 debarment, suspended, declared ineligible, or voluntarily excluded from
10 participation or from receiving federal contracts or federally approved
11 subcontracts or from certain types of federal financial and nonfinancial
12 assistance and benefits with the Excluded Parties Listing System ("EPLS").
13 EPLS records are located at www.sam.gov; and
14 j. GRANTEE shall search and provide a single comprehensive list of Developer
15 Associates (individuals and firms) and print and maintain evidence of the
16 search results of each Developer Associate as verification of compliance with
17 this requirement, as provided in **Exhibit D**, "Contractor Debarment
18 Certification Form", which is attached hereto and incorporated herein by this
19 reference.

20 GRANTEE agrees to submit the following documentation to COUNTY, 180 days from
21 execution of this Agreement:

- 22 1) Service Plan;
23 2) Management Plan; and
24 3) Funding commitments and sources and uses for the proposed modifications to
25 the existing buildings for the proposed intended use.

26 12. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by July 1,
27 2024, then GRANTEE shall be instructed to return any remaining ARPA Grant funds back to
28 the COUNTY after at least ten (10) days' prior written notice to GRANTEE. Upon such

1 reallocation and repayment of funds, this Agreement shall be terminated and be of no further
2 force and effect and GRANTEE shall be released and discharged from any obligations
3 hereunder, except as to those obligations which by their terms survive termination of this
4 Agreement.

5 13. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall determine
6 the final disbursement and distribution of all funds received by COUNTY under ARPA.
7 Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section**
8 **11**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting
9 documents which specifically state how such funds will be expended. COUNTY shall promptly
10 review the funding draw request and supporting documentation, but in no event later than thirty
11 (30) days. COUNTY may require additional information from GRANTEE as may be necessary
12 and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall
13 deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon
14 receipt of wire instructions.

15 14. TERMS OF AFFORDABILITY. The Galilee Center shall remain occupied and
16 available to Qualified Populations, pursuant to **Section 18** below, **Exhibit A**, and the Covenant
17 Agreement attached hereto as **Exhibit C**, until the later of (i) fifty-five (55) years from the date
18 of execution of the Covenant Agreement in the Official Records, or (ii) July 1, 2079
19 (“Affordability Period”).

20 15. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to
21 indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project
22 (“General Contractor”), shall procure and maintain or cause to be maintained, at its sole cost and
23 expense, the following insurance coverages during the Term of this Agreement.

- 24 a. **Builder's All Risk (Course of Construction) Insurance**. GRANTEE shall cause
25 General Contractor to provide a policy of Builder's All Risk (Course of
26 Construction) insurance coverage including (if the work is located in an
27 earthquake or flood zone or if required on financed or bond financing
28 arrangements) coverage for earthquake and flood, covering the COUNTY,

1 GRANTEE and every subcontractor, of every tier, for the entire Project,
2 including property to be used in the construction of the work while such
3 property is at off-site storage locations or while in transit or temporary off-site
4 storage. Such policy shall include, but not be limited to, coverage for fire,
5 collapse, faulty workmanship, debris removal, expediting expense, fire
6 department service charges, valuable papers and records, trees, grass,
7 shrubbery and plants. If scaffolding, false work and temporary buildings are
8 insured separately by the GRANTEE or others, evidence of such separate
9 coverage shall be provided to County prior to the start of the work. Such policy
10 shall be written on an all risk basis and a completed value form. Such policy
11 shall cover the full insurable value. Such policy shall also provide coverage
12 for temporary structures (on-site offices, etc.), fixtures, machinery and
13 equipment being installed as part of the work. GRANTEE shall be responsible
14 for any and all deductibles under such policy. Upon request by COUNTY,
15 GRANTEE shall declare all terms, conditions, coverages and limits of such
16 policy. Such policy shall name the COUNTY as a loss payee as their interest
17 may appear. If the County so provides, in its sole discretion, the All Risk
18 (Course of Construction) insurance for the Project, then GRANTEE shall
19 assume the cost of any and all applicable policy deductibles (currently,
20 \$50,000 per occurrence) and shall insure its own machinery, equipment, tools,
21 etc. from any loss of any nature whatsoever.

22 b. Workers' Compensation Insurance. If Grantee or General Contractor have
23 employees as defined by the State of California, the CONTRACTOR shall
24 maintain statutory Workers' Compensation Insurance (Coverage A) as
25 prescribed by the laws of the State of California. Policy shall include
26 Employers' Liability (Coverage B) including Occupational Disease with limits
27 not less than \$1,000,000 per person per accident. The policy shall be endorsed
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1 to waive subrogation in favor of The County of Riverside. Policy shall name
2 the COUNTY as Additional Insureds.

3 c. Commercial General Liability Insurance. Grantee shall maintain Commercial
4 General Liability insurance coverage, including but not limited to, premises
5 liability, unmodified contractual liability, products and completed operations
6 liability, personal and advertising injury, and cross liability coverage, covering
7 claims which may arise from or out of CONTRACTOR'S performance of its
8 obligations hereunder. Policy shall name the COUNTY as Additional Insured.
9 Policy's limit of liability shall not be less than \$2,000,000 per occurrence
10 combined single limit. If such insurance contains a general aggregate limit, it
11 shall apply separately to this agreement or be no less than two (2) times the
12 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

13 d. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
14 performance of the obligations under this Agreement, then CONTRACTOR
15 shall maintain liability insurance for all owned, non-owned or hired vehicles
16 so used in an amount not less than \$1,000,000 per occurrence combined single
17 limit. If such insurance contains a general aggregate limit, it shall apply
18 separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name the COUNTY as Additional Insureds.

20 e. General Insurance Provisions – All Lines.

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

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(ii) GRANTEE, or Grantee on behalf of General Contractor, must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of COUNTY's Risk Manager, GRANTEE's or General Contractor's, as applicable, carriers shall either: (a) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii) GRANTEE shall cause GRANTEE's and General Contractor's insurance carrier(s) to furnish the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by COUNTY Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another Certificate of Insurance and copies of endorsements, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein

1 is in full force and effect. GRANTEE shall not commence operations
2 until COUNTY has been furnished Certificate(s) of Insurance and
3 copies of endorsements and if requested, copies of policies of insurance
4 including all endorsements and any and all other attachments as
5 required in this Section. An individual authorized by the insurance
6 carrier on its behalf shall sign the original endorsements for each policy
7 and the Certificate of Insurance.

8 (iv) It is understood and agreed to by the parties hereto that GRANTEE's
9 insurance shall be construed as primary insurance, and COUNTY's
10 insurance and/or deductibles and/or self-insured retentions or self-
11 insured programs shall not be construed as contributory.

12 (v) If, during the term of this Agreement or any extension thereof, there is
13 a material change in the scope of services; or, there is a material change
14 in the equipment to be used in the performance of the scope of work
15 which will add additional exposures (such as the use of aircraft,
16 watercraft, cranes, etc.); or, the term of this Agreement, including any
17 extensions thereof, exceeds five (5) years, COUNTY reserves the right
18 to adjust the types of insurance required under this Agreement and the
19 monetary limits of liability for the insurance coverages currently
20 required herein, if, in COUNTY Risk Manager's reasonable judgment,
21 the amount or type of insurance carried by GRANTEE has become
22 inadequate.

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

25 (vii) The insurance requirements contained in this Agreement may be
26 met with a program(s) of self-insurance acceptable to COUNTY.
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1 (viii) GRANTEE agrees to notify COUNTY of any claim by a third party
2 or any incident or event that may give rise to a claim arising from the
3 performance of this Agreement.

4 16. FINANCIAL AND PROJECT RECORDS. GRANTEE shall maintain financial,
5 programmatic, statistical, and other supporting records of its operations and financial activities
6 sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended,
7 (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, which records shall
8 be open to inspection and audit by authorized representatives of COUNTY, the California
9 Department of Finance, and the United States Department of the Treasury Office of Inspector
10 General, during regular working hours. COUNTY, state, and federal representatives have the
11 right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents,
12 papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and
13 transcripts. Said records shall be retained for such time as may be required by the ARPA Rules,
14 but in no event no less than five (5) years after the Project completion date as evidenced by
15 recordation of the Notice of Completion, or after final payment is made, whichever is later, to
16 support reported expenditures and to participate in COUNTY, state, and federal audits; except
17 that records of individual income verifications, project rents, and project inspections must be
18 retained for the most recent five (5) year period, until five (5) years after the Affordability Period
19 terminates. If any litigation, claim, negotiation, audit, or other action has been started before the
20 expiration of the regular period specified, the records must be retained until completion of the
21 action and resolution of all issues which arise from it, or until the end of the regular period,
22 whichever is later.

23 17. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this
24 Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state
25 and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the
26 ARPA Rules and the following as they may be applicable to GRANTEE in connection with the
27 ARPA Grant:
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- 1 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
2 "Equal Employment Opportunity", as amended by Executive Order 11375 of
3 October 13, 1967, and as supplemented in Department of Labor Regulations
4 (41 CFR Part 60).The GRANTEE will not discriminate against any employee
5 or applicant for employment because of race, color, religion, sex, or national
6 origin. GRANTEE shall ensure that all qualified applicants will receive
7 consideration for employment without regard to race, color, religion, sex or
8 national origin. The GRANTEE will take affirmative action to ensure that
9 applicants are employed and the employees are treated during employment,
10 without regard to their race color, religion, sex, or national origin. Such actions
11 shall include, but are not limited to, the following: employment, up-grading,
12 demotion, or transfer; recruitment or recruitment advertising; rates of pay or
13 other forms of compensation; and selection for training, including
14 apprenticeship. The GRANTEE agrees to post in a conspicuous place, available
15 to employees and applicants for employment, notices to be provided by the
16 County setting forth the provisions of this non-discrimination clause;
- 17 b. Executive Order 11063, as amended by Executive Order 12259, and
18 implementing regulations at 24 CFR Part 107;
- 19 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
20 and implementing regulations;
- 21 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
22 implementing regulations;
- 23 e. The regulations, policies, guidelines and requirements of the Uniform
24 Administrative Requirements, Cost Principles, and Audit Requirements for
25 Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of
26 federal funds under the federally-assigned program;
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- 1 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
2 regulations issued at 24 CFR Part 1;
- 3 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- 4 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
5 with all applicable provisions pertaining to the use of data and copyrights
6 pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 7 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
8 (*42 U.S.C. 7401 et seq.*) and the *Federal Water Pollution Control Act* (*33*
9 *U.S.C. Section 1251 et seq.*), as amended: Contracts and subgrants of amounts
10 in excess of \$100,000 shall contain a provision that requires the recipient to
11 agree to comply with all applicable standards, orders or regulations issued
12 pursuant to the *Clean Air Act* (*42 U.S.C. 7401 et seq.*) and the *Federal Water*
13 *Pollution Control Act* as amended (*33 U.S.C. Section 1251 et seq.*). Violations
14 shall be reported to the Federal awarding agency and the Regional Office of the
15 Environmental Protection Agency (EPA).
- 16 j. *Anti-Lobbying Certification* (*31 U.S.C. 1352*): The language of the certification
17 set forth below shall be required in all contracts or subcontracts entered into in
18 connection with this grant activity and all GRANTEES shall certify and
19 disclose accordingly. This certification is a material representation of fact upon
20 which reliance was placed when this transaction was made or entered into.
21 Submission of this certification is a prerequisite for making or entering into this
22 transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who
23 fails to file the required certification shall be subject to a civil penalty of not
24 less than \$10,000 and no more than \$100,000 for such failure.
- 25 “The undersigned certifies, to the best of his or her knowledge or belief, that:
26 No Federal appropriated funds have been paid or will be paid, by or on behalf
27 of it, to any person for influencing or attempting to influence an officer or
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1 employee of any agency, a Member of Congress, an officer or employee of
2 Congress, or an employee of a Member of Congress in connection with the
3 awarding of any Federal contract, the making of any Federal grant, the making
4 of any Federal loan, the entering into of any cooperative agreement, and the
5 extension, continuation, renewal, amendment, or modification of any Federal
6 contract, grant, loan, or cooperative agreement;

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

14 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
15 contract award shall be made to parties listed on the government wide
16 exclusions in the System for Award Management (SAM), in accordance with
17 OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549
18 and 12689, “Debarment and Suspension.” SAM Exclusions contains the
19 names of parties debarred, suspended, or otherwise excluded by agencies, as
20 well as parties declared ineligible under statutory or regulatory authority other
21 than E.O. 12549. Contractors with awards that exceed the small purchase
22 threshold shall provide the required certification regarding its exclusion status
23 and that of its principal employees.

24 l. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (Pub.
25 L. 100-690) requires grantees (including individuals) of federal agencies, as a
26 prior condition of being awarded a grant, to certify that they will provide drug-

1 free workplaces. Each potential recipient must certify that it will comply with
2 drug-free workplace requirements.

3 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
4 any sub-consultants or sub-contractors, shall allow all duly authorized Federal,
5 State, and/or County officials or authorized representatives access to the work
6 area, as well as all books, documents, materials, papers, and records of the
7 GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are
8 directly pertinent to a specific program for the purpose of making audits,
9 examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and
10 any sub-consultants or sub-contractors, further agree to maintain and keep such
11 books, documents, materials, papers, and records, on a current basis, recording
12 all transactions pertaining to this Agreement in a form in accordance with
13 generally acceptable accounting principles. All such books and records shall
14 be retained for such periods of time as required by law, provided, however,
15 notwithstanding any shorter periods of retention, all books, records, and
16 supporting detail shall be retained for a period of at least five (5) years after the
17 expiration of the term of this Agreement, or final payment is made, whichever
18 is later.

19 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
20 of the United States, and no Resident Commissioner shall be admitted to any
21 share or part of this Agreement or to any benefit to arise from the same.

22 o. *Energy Efficiency:* Mandatory standards and policies relating to energy
23 efficiency which are contained in the State energy conservation plan issued in
24 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
25 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).

26 p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
27 that is a state agency or agency of a political subdivision of a state and its
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1 contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste
2 Disposal Act, as amended by the Resource Conservation and Recovery Act.
3 The requirements of Section 6002 include procuring only items designated in
4 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247
5 that contain the highest percentage of recovered materials practicable,
6 consistent with maintaining a satisfactory level of competition, where the
7 purchase price of the item exceeds \$10,000 or the value of the quantity acquired
8 by the preceding fiscal year exceeded \$10,000; procuring solid waste
9 management services in a manner that maximizes energy and resource
10 recovery; and establishing an affirmative procurement program for
11 procurement of recovered materials identified in the EPA guidelines. The
12 requirements of 2 CFR 200.322, as amended effective November 12, 2020, are
13 hereby included in this Agreement as appropriate and to the extent consistent
14 with law.

- 15 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
16 *3708)*: GRANTEE shall comply with all applicable provisions of the CWHSA.
- 17 r. *Displacement, relocation, and acquisition*. The relocation requirements of
18 Title II and the acquisition requirements of Title III of the Uniform Relocation
19 Assistance and Real Property Acquisition Policies Act of 1970, and the
20 implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it
21 has taken all reasonable steps to minimize the displacement of persons as a
22 result of this Project.
- 23 s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based
24 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint
25 Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint
26 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply,
27 irrespective of the applicable property standard under §92.251.
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- 1 t. *Labor*. GRANTEE shall comply with any applicable labor regulations and all
2 other State and Federal laws in connection with the construction of the
3 improvements which comprise the Project, including if applicable,
4 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
5 that it is the responsibility of GRANTEE to obtain a legal determination, at
6 GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must
7 be paid for during the construction of the Project. GRANTEE agrees to
8 indemnify, defend, and hold COUNTY harmless from and against any and all
9 liability arising out of a related to GRANTEE'S failure to comply with any and
10 applicable prevailing wage requirements.
- 11 u. *Model Energy Code* published by the Council of American Building Officials.
- 12 v. *Consultant Activities*. No person providing consultant services in an employer-
13 employee type relationship shall receive more than a reasonable rate of
14 compensation for personal services paid with ARPA funds.
- 15 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
16 as may be amended from time to time. Federal awards expended as a recipient
17 or a subrecipient, as defined therein, would be subject to single audit. The
18 payments received for goods or services provided as a vendor would not be
19 considered Federal awards.
- 20 x. GRANTEE shall include written agreements that include all provisions of
21 **Section 17** if GRANTEE provides ARPA funds to for-profit owners or
22 developers, non-profit owners or developers, sub-recipients, homeowners,
23 homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- 24 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
25 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien
26 Status and Eligibility Under Title IV of the Personal Responsibility and Work
27 Opportunity Reconciliation Act of 1996 ("PRWORA"). Final Attorney
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1 General's Order issued pursuant to PRWORA is specified under Federal
2 Register Vol. 66, No. 10, Department of Justice Final Specification of
3 Community Programs Necessary for Protection of Life or Safety Under Welfare
4 Reform Legislation.

5 z. GRANTEE shall comply with all applicable local, state and federal laws in
6 addition to the above-mentioned laws.

7 18. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project
8 available to people that are experiencing homelessness, at risk of homelessness, or experiencing
9 housing insecurity ("Qualified Population"). If GRANTEE intends to use the Project for a use
10 other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize
11 the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty
12 (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate
13 ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with
14 ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations
15 and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then
16 COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA
17 grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this
18 Agreement shall become null and void. COUNTY and GRANTEE shall be released and
19 discharged respectively from their obligations under this Agreement. All cost incurred by each
20 party on the Project will be assumed respectively.

21 19. ENVIRONMENTAL CLEARANCES. GRANTEE shall be responsible for
22 obtaining any and all approvals subsequent approvals permits, environmental clearances in
23 connection with the Project funded with SLFRF funds, in compliance with the California
24 Environmental Quality Act, and including but not limited to, any and all applicable federal and
25 state environmental laws and regulations.

26 20. RESERVED.
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1 21. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of
2 the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted
3 pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this
4 Agreement.

5 22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.
6 GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the
7 Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which
8 consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory
9 to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is
10 reasonably capable of performing and complying with the GRANTEE's duties and obligations
11 under this Agreement, provided, however Grantee shall not be released of all obligations
12 hereunder which accrue from and after the date of such sale.

13 23. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and
14 employees shall act at all times in an independent capacity during the term of this Agreement,
15 and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers,
16 or employees of COUNTY.

17 24. NONDISCRIMINATION. Grantee shall not discriminate on the basis of race,
18 color, national origin, religion, or sex be excluded from participation in, be denied the benefits
19 of, or be subjected to discrimination under any program or activity receiving Federal financial
20 assistance made available pursuant to the SLFRF. In addition, GRANTEE shall not discriminate
21 on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability
22 in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate
23 in subcontracting/subconsulting opportunities. GRANTEE understands and agrees that violation
24 of this clause shall be considered a material breach of this Agreement and may result in
25 termination, debarment or other sanctions. This language shall be incorporated into all contracts
26 between GRANTEE and any contractor, consultant, subcontractor, subconsultants, vendors and
27 suppliers. GRANTEE shall comply with the provisions of the California Fair Employment and
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1 Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964
2 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said
3 Acts and Orders with respect to its use of the Property.

4 GRANTEE herein covenants by and for itself, its successors and assigns, and all persons
5 claiming under or through them, that this Covenant is made and accepted upon and subject to the
6 following conditions: There shall be no discrimination against or segregation of any person or
7 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
8 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
9 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
10 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
11 the transferee itself or any person claiming under or through him or her, establish or permit any
12 such practice or practices of discrimination or segregation with reference to the selection, location,
13 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

14 GRANTEE, its successors and assigns, shall refrain from restricting the rental, sale, or
15 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
16 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
17 contract entered into with respect to the Project and the Property, or any portion thereof, after the
18 date of this Agreement shall contain or be subject to substantially the following nondiscrimination
19 or nonsegregation clauses:

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

6 b. In leases: “The lessee herein covenants by and for himself or herself, his or her
7 heirs, executors, administrators, and assigns, and all persons claiming under or
8 through him or her, and this lease is made and accepted upon and subject to the
9 following conditions: That there shall be no discrimination against or
10 segregation of any person or group of persons, on account of any basis listed in
11 subdivision (a) or (d) of Section 12955 of the Government Code, as those bases
12 are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
13 subdivision (p) of Section 12955, and Section 12955.2 of the Government
14 Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or
15 enjoyment of the premises herein leased nor shall the lessee himself or herself,
16 or any person claiming under or through him or her, establish or permit any
17 such practice or practices of discrimination or segregation with reference to the
18 selection, location, number, use, or occupancy, of tenants, lessees, sublessees,
19 subtenants, or vendees in the premises herein leased.”

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

3 In addition to the obligations and duties of GRANTEE set forth herein, GRANTEE shall,
4 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
5 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
6 defending any discrimination claim brought by any third party and/or local, state or federal
7 government entity, arising out of or in connection with this Agreement or the Covenant Agreement
8 attached hereto.

9 25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

- 10 a. GRANTEE and its assigns, employees, agents, consultants, officers and elected
11 and appointed officials shall become familiar with and shall comply with the
12 conflict of interest provisions of the COUNTY, attached hereto and
13 incorporated herein by this reference as **Exhibit B**, those provisions contained
14 in the ARPA Rules, and any applicable regulations promulgated by the
15 Treasury Department related to conflict of interest, attached hereto as **Exhibit**
16 **B**.
- 17 b. Reserved.
- 18 c. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY
19 with a list of all employees, agents, consultants, officers and elected and
20 appointed officials who are in a position to participate in a decision-making
21 process, exercise any functions or responsibilities, or gain inside information
22 with respect to the ARPA activities funded under this Agreement. GRANTEE
23 shall also promptly disclose to COUNTY any potential conflict, including even
24 the appearance of conflict that may arise with respect to the ARPA activities
25 funded under this Agreement.
- 26 d. Any violation of this section shall be deemed a material breach of this
27 Agreement, and the Agreement shall be immediately terminated by COUNTY.
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1 26. RESERVED.

2 27. PROJECT MONITORING AND EVALUATION.

3 a. Inspections. During the Affordability Period, COUNTY will perform on-site
4 inspections of the Project to determine compliance with the property standards
5 and to verify the information submitted by the owners in accordance with
6 requirements. The on-site inspections must occur within 12 months after
7 Covenant Agreement and at least once every 3 years thereafter during the
8 Affordability Period. If there are observed deficiencies for any of the
9 inspectable items in the property standards established by COUNTY, a follow-
10 up on-site inspection to verify that deficiencies are corrected must occur within
11 12 months. COUNTY may establish a list of non-hazardous deficiencies for
12 which correction can be verified by third party documentation (e.g., paid
13 invoice for work order) rather than re-inspection. Health and safety deficiencies
14 must be corrected immediately. COUNTY must adopt a more frequent
15 inspection schedule for properties that have been found to have health and
16 safety deficiencies.

17 28. MONITORING FEE. GRANTEE shall not be required to pay an annual
18 compliance monitoring fee to the COUNTY.

19 29. ACCESS TO PROJECT SITE. COUNTY, state and/or federal awarding agencies
20 shall have the right to access the Project site and the Property at all reasonable times, and upon
21 completion of the Project upon reasonable written notice to GRANTEE, to review the operation
22 of the Project in accordance with this Agreement.

23 30. EVENTS OF DEFAULT. The occurrence of any of the following events shall
24 constitute an "Event of Default" under this Agreement:

25 a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable
26 under this Agreement or the Covenant Agreement; (2) GRANTEE's or any
27 agent of GRANTEE's use of SLFRF funds for costs other than those costs
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1 permitted under this Agreement or for uses inconsistent with terms and
2 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
3 or any agent of GRANTEE's failure to make any other payment of any
4 assessment or tax due under this Agreement, and /or (4) default under the terms
5 of any senior loan documents or any other instrument or document secured
6 against the Property or the Project;

7 b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's
8 agent(s) on the basis of characteristics prohibited by this Agreement or
9 applicable law; (2) the imposition of any encumbrances or liens on the Project
10 without COUNTY's prior written approval that are prohibited under this
11 Agreement (3) GRANTEE's failure to obtain and maintain the insurance
12 coverage required under this Agreement;(4) any material default under this
13 Agreement, the Covenant Agreement, the ARPA Rules, or any document
14 executed by the County in connection with this Agreement, and /or (5) a default
15 under the terms of any senior loan documents or any other instrument or
16 document secured against the Property or the Project;

17 c. General Performance of Obligations. Any substantial or continuous or repeated
18 breach by GRANTEE or GRANTEE's agents of any material obligations of
19 GRANTEE under this Agreement;

20 d. General Performance of Other Obligations. Any substantial or continuous or
21 repeated breach by GRANTEE or GRANTEE's agents of any material
22 obligations of GRANTEE related to the Project imposed by any other
23 agreement with respect to the financing, development, or operation of the
24 Project; whether or not COUNTY is a party to such agreement; but only
25 following any applicable notice and cure periods with respect to any such
26 obligation;

1 e. Representations and Warranties. A determination by COUNTY that any of
2 GRANTEE's representations or warranties made in this Agreement, any
3 statements made to COUNTY by GRANTEE, or any certificates, documents,
4 or schedules supplied to COUNTY by GRANTEE were false in any material
5 respect when made, or that GRANTEE concealed or failed to disclose a material
6 fact to COUNTY.

7 f. Damage to Project. In the event that the Project is materially damaged or
8 destroyed by fire or other casualty, and GRANTEE receives an award or
9 insurance proceeds sufficient for the repair or reconstruction of the Project, and
10 GRANTEE does not use such award or proceeds to repair or reconstruct the
11 Project.

12 g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and
13 co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or
14 reorganization, or failure to obtain a full dismissal of any such involuntary filing
15 brought by another party before the earlier of final relief or ninety (90) days
16 after such filing; (2) making a general assignment for the benefit of creditors;
17 (3) applying for the appointment of a receiver, trustee, custodian, or liquidator,
18 or failure to obtain a full dismissal of any such involuntary application brought
19 by another party before the earlier of final relief or ninety (90) days after such
20 filing; (4) insolvency; or (5) failure, inability or admission in writing of its
21 inability to pay its debts as they become due.

22 31. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices,
23 demands and communications between the COUNTY and the GRANTEE shall be sufficiently
24 given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to
25 the principal offices of the COUNTY and the GRANTEE, as designated in **Section 53**, below.
26 Such written notices, demands and communications may be sent in the same manner to such
27 other addresses as either party may from time to time designate by mail as provided in this
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1 **Section 31.** Any notice that is transmitted by electronic facsimile transmission followed by
2 delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is
3 personally delivered (including by means of professional messenger service, courier service
4 such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed
5 received on the documented date of receipt by the recipient; and any notice that is sent by
6 registered or certified mail, postage prepaid, return receipt required shall be deemed received
7 on the date of delivery thereof.

8 a. Subject to the Force Majeure Delay, as provided in **Section 9**, failure or delay
9 by GRANTEE to perform any term or provision of this Agreement constitutes
10 a default under this Agreement. GRANTEE must immediately commence to
11 cure, correct or remedy such failure or delay and shall complete such cure,
12 correction or remedy with reasonable diligence.

13 b. COUNTY shall give written notice of default to GRANTEE, specifying the
14 default complained of by COUNTY. Failure or delay in giving such notice
15 shall not constitute a waiver of any default, nor shall it change the time of
16 default. Except as otherwise expressly provided in this Agreement, any failures
17 or delays by COUNTY in asserting any of its rights and remedies as to any
18 default shall not operate as a waiver of any default or of any such rights or
19 remedies. Delays by COUNTY in asserting any of its rights and remedies shall
20 not deprive COUNTY of its right to institute and maintain any actions or
21 proceedings which it may deem necessary to protect, assert or enforce any such
22 rights or remedies.

23 c. If a monetary event of default occurs, prior to exercising any remedies
24 hereunder, COUNTY shall give GRANTEE written notice of such default.
25 GRANTEE shall have a period of ten (10) days after such notice is given within
26 which to cure the default prior to exercise of remedies by COUNTY.

1 d. If a non-monetary event of default occurs, prior to exercising any remedies
2 hereunder, COUNTY shall give GRANTEE written notice of such default. If
3 the default is reasonably capable of being cured within thirty (30) days,
4 GRANTEE shall have such period to effect a cure prior to exercise of remedies
5 by COUNTY. If the default is such that it is not reasonably capable of being
6 cured within thirty (30) days, and GRANTEE (i) initiates corrective action
7 within said period, and (ii) diligently, continually, and in good faith works to
8 effect a cure as soon as possible, then GRANTEE shall have such additional
9 time as is reasonably necessary to cure the default prior to exercise of any
10 remedies by the injured party, but in no event no more than sixty (60) days from
11 the date of the notice of default. In no event shall COUNTY be precluded from
12 exercising remedies if its security becomes or is about to become materially
13 jeopardized by any failure to cure a default or the default is not cured within
14 sixty (60) days after the first notice of default is given.

15 e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on
16 the same basis as if tendered by GRANTEE.

17 32. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after notice
18 and opportunity to cure, COUNTY's obligation to disburse SLFRF funds shall terminate, and
19 COUNTY shall also have the rights and remedies permitted by this Agreement or applicable
20 law, proceed with any or all of the following remedies in any order or combination COUNTY
21 may choose in its sole discretion:

22 a. Terminate this Agreement, in which event the entire ARPA Grant amount as
23 well as any other monies advanced to GRANTEE by COUNTY under this
24 Agreement including administrative costs, shall immediately become due and
25 payable to COUNTY at the option of COUNTY.

26 b. Bring an action in equitable relief (1) seeking the specific performance by
27 GRANTEE of the terms and conditions of this Agreement, and/or (2)
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1 enjoining, abating, or preventing any violation of said terms and conditions,
2 and/or (3) seeking declaratory relief.

3 c. Enter the Project and take any remedial actions necessary in its judgment with
4 respect to hazardous materials that COUNTY deems necessary to comply with
5 hazardous materials laws or to render the Project suitable for occupancy, which
6 costs shall be due and payable by GRANTEE to COUNTY.

7 c. Pursue any and all other remedies allowed at law or in equity.

8 33. RESERVED.

9 34. GRANTEE'S WARRANTIES. GRANTEE represents and warrants (1) that it has
10 access to professional advice and support to the extent necessary to enable GRANTEE to fully
11 comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is
12 duly organized, validly existing and in good standing under the laws of the State of California,
13 (3) that it has the full power and authority to undertake the Project and to execute this
14 Agreement, (4) that the persons executing and delivering this Agreement are authorized to
15 execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE
16 nor any of its principals is presently debarred, suspended, proposed for debarment, declared
17 ineligible, or voluntarily excluded from participation in connection with the transaction
18 contemplated by this Agreement.

19 35. GRANTEE'S CERTIFICATION. GRANTEE certifies, to the best of its
20 knowledge and belief, that:

21 a. No federally appropriated funds have been paid or will be paid, by or on behalf
22 of the undersigned, to any person for influencing or attempting to influence an
23 officer or employee of any agency, a member of Congress, an officer or
24 employee of Congress, or an employee of a member of Congress in connection
25 with the awarding of any federal contract, the making of any federal grant, the
26 making of any federal loan, the entering into of any cooperative agreement, and

1 the extension, continuation, review, amendment, or modification of any federal
2 contract, grant, loan, or cooperative agreement.

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

10 c. The undersigned shall require that the language of this certification be included
11 in the award documents for all sub-awards at all tiers (including subcontracts,
12 sub-grants, and contracts under grants, loans, and cooperative agreements) and
13 that GRANTEE shall certify and disclose accordingly. This certification is a
14 material representation of fact upon which reliance was placed when this
15 transaction was made or entered into.

16 36. HOLD HARMLESS AND INDEMNIFICATION. GRANTEE shall indemnify
17 and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special Districts and
18 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
19 officials, employees, agents and representatives (collectively the "Indemnified Parties") from any
20 liability whatsoever, based or asserted upon any services of GRANTEE, its officers, employees,
21 subcontractors, agents or representatives arising out of their performance under this Agreement,
22 including but not limited to property damage, bodily injury, or death or any other element of any
23 kind or nature whatsoever arising from the performance of GRANTEE, its officers, agents,
24 employees, subcontractors, agents or representatives under this Agreement. GRANTEE shall
25 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
26 investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts,
27 Special Districts and Departments, their respective directors, officers, Board of Supervisors,
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1 elected and appointed officials, employees, agents and representatives in any claim or action
2 based upon such alleged acts or omissions.

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

8 GRANTEE's obligation hereunder shall be satisfied when GRANTEE has provided to
9 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
10 or claim involved.

11 The specified insurance limits required in this Agreement shall in no way limit or
12 circumscribe GRANTEE's obligations to indemnify and hold harmless COUNTY herein from
13 third party claims.

14 In the event there is conflict between this clause and California Civil Code Section 2782,
15 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
16 relieve GRANTEE from indemnifying COUNTY to the fullest extent allowed by law.

17 GRANTEE's obligations set forth in this **Section 36** shall survive the expiration or earlier
18 termination of this Agreement.

19 37. TERMINATION.

20 a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement
21 of any ARPA Grant funds by COUNTY in accordance with the applicable
22 ARPA Rules.

23 b. COUNTY. Notwithstanding the provisions of **Section 37(a)**, COUNTY may
24 suspend or terminate this Agreement upon written notice to GRANTEE of the
25 action being taken and the reason for such action in the event one of the
26 following events occur:

1 (i) In the event GRANTEE fails to perform the covenants herein contained
2 at such times and in such manner as provided in this Agreement after
3 the applicable notice and cure provision hereof; or

4 (ii) In the event there is a conflict with any federal, state or local law,
5 ordinance, regulation or rule rendering any material provision, in the
6 judgment of COUNTY of this Agreement invalid or untenable; or

7 (iii) In the event the ARPA funding identified in **Section 1** above is
8 terminated or otherwise becomes unavailable.

9 c. This Agreement may be terminated or funding suspended in whole or in part
10 for cause. Cause shall be based on the failure of GRANTEE to materially
11 comply with either the terms or conditions of this Agreement after the
12 expiration of all applicable notice and cure provisions hereof. Upon suspension
13 of funding, GRANTEE agrees not to incur any costs related thereto, or
14 connected with, any area of conflict from which COUNTY has determined that
15 suspension of funds is necessary.

16 d. Upon expiration or earlier termination of this Agreement, GRANTEE shall
17 transfer to COUNTY any unexpended ARPA funds in its possession at the time
18 of expiration of the Agreement as well as any accounts receivable held by
19 GRANTEE which are attributable to the use of ARPA funds awarded pursuant
20 to this Agreement.

21 38. AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of its
22 successors and assigns, hereby declare their express intent that the restrictions set forth in this
23 Agreement shall continue in full force and effect for the duration of the Affordability Period (as
24 defined in **Section 14** above). Each and every contract, deed or other instrument hereafter
25 executed covering and conveying the Property or any portion thereof shall be held conclusively
26 to have been executed, delivered and accepted subject to such restrictions, regardless of whether
27 such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute
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1 and record as a lien against the Property, a Covenant Agreement, substantially conforming in
2 form and substance to the Covenant Agreement attached hereto as **Exhibit C** and incorporated
3 herein by this reference, setting forth the use and income restriction required in this Agreement.

4 39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is
5 filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY,
6 GRANTEE must, within twenty (20) calendar days of such filing or notification of service, either
7 pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by
8 delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY with
9 other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or
10 discharged.

11 40. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
12 entire agreement of the parties in relation to the subject matter hereof, and that no other agreement
13 or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at
14 the time of execution.

15 41. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
16 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
17 have the authority to execute this Agreement and warrant and represent that they have the
18 authority to bind the respective parties to this Agreement to the performance of its obligations
19 hereunder.

20 42. WAIVER. Failure by a party to insist upon the strict performance of any of the
21 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
22 the default of the other party, shall not constitute a waiver of such party's rights to insist and
23 demand strict compliance by the other party with the terms of this Agreement thereafter.

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

4 44. JURISDICTION AND VENUE. Any action at law or in equity arising under this
5 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
6 the validity of any provision of this Agreement shall be filed in the Superior Court of Riverside
7 County, State of California, and the parties hereto waive all provisions of law providing for the
8 filing, removal or change of venue to any other court or jurisdiction.

9 45. SEVERABILITY. Each paragraph and provision of this Agreement is severable
10 from each other provision, and if any provision or part thereof is declared invalid, the remaining
11 provisions shall nevertheless remain in full force and effect.

12 46. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized
13 to take such ministerial actions as may be necessary or appropriate to implement the terms,
14 provisions, and conditions of this Agreement as it may be amended from time to time by both
15 parties.

16 47. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it
17 in its best interest to change, modify or extend a term or condition of this Agreement, provided
18 such change, modification or extension is agreed to in writing by the other party. Any such
19 change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE
20 shall be incorporated in written amendments to this Agreement. Such amendments shall not
21 invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations
22 under this Agreement, except for those parts thereby amended. No amendment to this Agreement
23 shall be effective and binding upon the parties, unless it expressly makes reference to this
24 Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all
25 parties, and approved by the COUNTY.

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48. CONDITIONAL COMMITMENT.

a. GRANTEE Completion. The Project must be completed no later than two (2) years from the Effective Date of this Agreement (the "Completion Deadline"). If GRANTEE is unable to meet the condition as required by this **Section 48** including Extension, then COUNTY and GRANTEE mutually agree that this Agreement will self-terminate. Upon such termination, this Agreement shall become null and void. COUNTY and GRANTEE shall be released and discharged respectively from their obligations under this Agreement, except for those provisions which by their terms survive termination. All costs incurred by each party on the Project will be assumed respectively.

49. RESERVED.

50. RESERVED.

51. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

52. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the Project must make reference to the contribution of COUNTY in making the Project possible. COUNTY's name shall be prominently displayed in all pieces of publicity generated by GRANTEE, including flyers, press releases, posters, signs, brochures, and public service announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated publicity or promotional activities with respect to the Project.

53. NOTICES. All notices, requests, demands and other communication required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or the such other addresses as from time to time shall be designated by the respective parties and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery.

COUNTY
Director HWS

GRANTEE
Co-Founder

1 County of Riverside
2 3403 10th Street, Suite 300
3 Riverside, CA 92501

Galilee Center, Inc.
66101 Hammond Road
Mecca, CA 92254

4 54. COUNTERPARTS. This Agreement may be signed by the different parties hereto
5 in counterparts, each of which shall be an original but all of which together shall constitute one
6 and the same agreement.

7 55. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
8 execute the Agreement (“Effective Date”). If the parties execute the Agreement on more than one
9 date, then the last date the Agreement is executed by a party shall be the Effective Date.

10 56. FURTHER ASSURANCES. GRANTEE shall execute any further documents
11 consistent with the terms of this Agreement, including documents in recordable form, as the
12 COUNTY may from time to time find necessary or appropriate to effectuate its purposes in
13 entering into this Agreement.

14 57. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member,
15 official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or
16 any successor in interest, in the event of any default or breach by the COUNTY or for any amount
17 which may become due to the GRANTEE or to its successor, or on any obligations under the
18 terms of this Agreement.

19 58. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

- 20 a. The language in all parts of this Agreement shall in all cases be construed
21 simply, as a whole and in accordance with its fair meaning and not strictly for
22 or against any party. The parties hereto acknowledge and agree that this
23 Agreement has been prepared jointly by the parties and has been the subject of
24 arm’s length and careful negotiation over a considerable period of time, that
25 each party has been given the opportunity to independently review this
26 Agreement with legal counsel, and that each party has the requisite experience
27 and sophistication to understand, interpret, and agree to the particular language
28 of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute

1 regarding the interpretation of this Agreement, this Agreement shall not be
2 interpreted or construed against the party preparing it, and instead other rules
3 of interpretation and construction shall be utilized.

4 b. If any term or provision of this Agreement, the deletion of which would not
5 adversely affect the receipt of any material benefit by any party hereunder, shall
6 be held by a court of competent jurisdiction to be invalid or unenforceable, the
7 remainder of this Agreement shall not be affected thereby and each other term
8 and provision of this Agreement shall be valid and enforceable to the fullest
9 extent permitted by law. It is the intention of the parties hereto that in lieu of
10 each clause or provision of this Agreement that is illegal, invalid, or
11 unenforceable, there be added as a part of this Agreement an enforceable clause
12 or provision as similar in terms to such illegal, invalid, or unenforceable clause
13 or provision as may be possible.

14 c. The captions of the articles, sections, and subsections herein are inserted solely
15 for convenience and under no circumstances are they or any of them to be
16 treated or construed as part of this instrument.

17 d. References in this instrument to this Agreement mean, refer to and include this
18 instrument as well as any riders, exhibits, addenda and attachments hereto
19 (which are hereby incorporated herein by this reference) or other documents
20 expressly incorporated by reference in this instrument. Any references to any
21 covenant, condition, obligation, and/or undertaking "herein," "hereunder," or
22 "pursuant hereto" (or language of like import) means, refer to, and include the
23 covenants, obligations, and undertakings existing pursuant to this instrument
24 and any riders, exhibits, addenda, and attachments or other documents affixed
25 to or expressly incorporated by reference in this instrument.

26 e. As used in this Agreement, and as the context may require, the singular includes
27 the plural and vice versa, and the masculine gender includes the feminine and
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vice versa.

59. TIME OF ESSENCE. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

60. 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.

61. 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 GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

62. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

- a. This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.
- b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.
- c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY or the GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of the COUNTY and the GRANTEE. This Agreement and any provisions hereof may be amended by mutual written agreement by the GRANTEE and the COUNTY.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as of the dates written below.

COUNTY:

GRANTEE:

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

Galilee Center, Inc.
a California nonprofit public benefit corporation

By: form-do not sign
Heidi Marshall, Director HWS

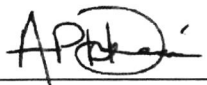
By: form - do not sign
Gloria Gomez, CEO/Co-Founder

Date: _____ Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

AUG 29 2023 3.36

EXHIBIT “A”

Grantee: Galilee Center, Inc.
Address: 66101 Hammond Road, Mecca, CA 92254
Project Title: Galilee Center, Inc. Expansion
Location: 66101 Hammond Road, APNs 727-185-004, 727-185-003, and 727-272-012

Project Description:

GRANTEE is proposing to utilize \$1,500,000 in ARPA funds to pay a portion of the costs to expand the Galilee Center, improvements include the addition of a 6,500 square foot emergency shelter; the new building will feature two separate dormitory type rooms for male and female clients and will double the sleep number capacity for overnight stays from 75 beds to approximately 150 beds. Other improvements include kitchen remodel to serve more meals; the community room will no longer act as shelter and will be use as originally intended for community dining, special events, and cooling center (collectively, the “Project”). The Project will provide transitional housing and wrap around services to homeless individuals or individuals at risk of homelessness or experiencing housing insecurity (“Qualified Population”). All around the facility, concrete slabs will be replaced with new concrete.

The Project will be located at 66101 Hammond Road in Mecca, CA 92254, also known as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012 (“Property”).

The shelter expansion will enable the provision of enhanced services. Dormitory space for men, dormitory space for women, an existing laundry facility where clients can wash their clothing, semi-private shower stalls and restrooms for men and women. Three hot meals will be provided for people staying in the shelter. A children’s area will allow a dedicated space for children to play under the supervision of their parents.

Legal Description of Property:

Lot 1-Recorded Book/page: PM103/42
Subdivision Name: PM 17118
Lot/Parcel: 1, Block: Not Available
Por. Tract Number: Not Available
APN: 727-272-012

Lot 2-Recorded Book/page: PM103/042
Subdivision Name: PM 17118
Lot/Parcel: 1, Block: Not Available
Por. Tract Number: Not Available
APN: 727-185-004

Lot 3- 2.43 ACRES M/L IN POR SW 1/4 OF SEC 8 T7S R9E FOR TOTAL DESCRIPTION SEE ASSESSORS
MAPS TownshipN 7 Acres 002.43 M/L Section 08 Portion 1/4 Range 09 PortionDirection S
RangeDirection E
APN: 727-185-003

Permanent Funding Sources:

Galilee Center, Inc. Donations	\$3,098,036
County UCI Grant	\$500,000
County ARPA Grant	<u>\$1,500,000</u>
Total Sources	\$5,098,036

EXHIBIT “A-1”

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. County Permit Approval	August 1, 2023
2. ARPA Grant Close	August 30, 2023
3. Construction Start Deadline	August 30, 2023
4. Completion of Galilee Center Expansion	January 25, 2024
5. Galilee Center Expansion Open to the Public	February 1, 2024

EXHIBIT "B"

Prohibition Against Conflicts of Interest

Community Development Block Grant
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY
Housing & Workforce Solutions
DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.

- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT “C”

Covenant Agreement

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COVENANT AGREEMENT

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and GALILEE CENTER, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION (“OWNER”).

RECITALS

WHEREAS, OWNER has a leasehold interest in that certain real property located at 66101 Hammond Road, Mecca, CA 92254 in the County of Riverside, also identified as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”);

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2023 (the “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, the expansion of the Galilee Center, to provide transitional housing and wrap around services to homeless individuals or individuals at risk of homelessness, or experiencing housing insecurity. The proposed development is to provide up to eighty (80) beds of transitional housing and wrap around services to promote self-sufficiency (collectively, the “Project”);

WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-Assisted Units”) in which for homeless individuals or individuals at risk of homelessness whose incomes do not exceed 30% of the area median income for the County of Riverside at the time of initial occupancy (“ARPA-Assisted Units”). Capitalized terms not defined herein shall have the meaning ascribed to them in the ARPA Grant Agreement;

WHEREAS, the County is providing funding under the American Rescue Plan Act of 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and

1 chronically homeless households;

2 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER One
3 Million Five Hundred Thousand Dollars (\$1,500,000.00) derived from SLFRF funds (“ARPA
4 Grant”), to pay for a portion of the rehabilitation expenses of the Project, as more fully described
5 in the ARPA Grant Agreement;

6 WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021
7 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein
8 after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive
9 housing to homeless and chronically homeless households;

10 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
11 ARPA; and

12 WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete the
13 Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals
14 consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as set forth more
15 specifically below.

16 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for
17 other good and valuable consideration, the receipt and sufficiency of which are hereby
18 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in
19 interest to the Property or any part thereof, hereby declares as follows:

20 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
21 herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years
22 from the date of execution of the Covenant Agreement, or (ii) July 1, 2079 (“Term” or
23 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
24 conveyed, subject to the following covenants, conditions, and restrictions:

- 25 i) All the beds at the Project shall be restricted as ARPA-Assisted Units provided
26 to homeless individuals or individuals at risk of homelessness whose incomes
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1 do not exceed 30% of the area median income for the County of Riverside, at
2 the time of initial occupancy.

3 ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this
4 Covenant and any other instrument secured against the Property.

5 2) RESERVED.

6 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
7 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
8 comply with all federal, state and local laws, regulations and ordinances., including, but not limited
9 to the following:

10 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
11 “ARPA Funds”).

12 b) Other Federal requirements and nondiscrimination. As set forth in the
13 ARPA Rules and the ARPA Grant Agreement.

14 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
15 successors, assigns, and each successor in interest to the Property and Project or any part thereof
16 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
17 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
18 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and
19 sound condition (or better) as the condition of the Property at the time of execution of the Covenant
20 Agreement, reasonable wear and tear excepted. This standard for the quality of maintenance of
21 the Property shall be met whether or not a specific item of maintenance is listed below. However,
22 representative items of maintenance shall include frequent and regular inspection for graffiti or
23 damage or deterioration or failure, and immediate repainting or repair or replacement of all
24 surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal
25 of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and
26 washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy

1 and attractive condition, including trimming, fertilizing and replacing vegetation as necessary;
2 cleaning windows on a regular basis; painting the buildings on a regular program and prior to the
3 deterioration of the painted surfaces; conducting a roof inspection on a regular basis and
4 maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in
5 good working order. In the event OWNER, its successors or assigns fails to maintain the Property
6 in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall
7 have the right but not the obligation to enter the Property upon reasonable notice to OWNER,
8 correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
9 thereof, and such cost, until paid, shall constitute a lien on the Property.

10 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender,
11 religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection,
12 hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting
13 opportunities. OWNER understands and agrees that violation of this clause shall be considered a
14 material breach of this Lease and may result in termination, debarment or other sanctions. This
15 language shall be incorporated into all contracts between OWNER and any contractor, consultant,
16 subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions
17 of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),
18 the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and
19 Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

20 6) OWNER herein covenants by and for itself, its successors and assigns, and all persons
21 claiming under or through them, that this Covenant is made and accepted upon and subject to the
22 following conditions: There shall be no discrimination against or segregation of any person or
23 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
24 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
25 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
26 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
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1 the transferee itself or any person claiming under or through him or her, establish or permit any
2 such practice or practices of discrimination or segregation with reference to the selection, location,
3 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

4 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
5 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
6 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
7 contract entered into with respect to the Property, or any portion thereof, after the date of this
8 Agreement shall contain or be subject to substantially the following nondiscrimination or
9 nonsegregation clauses:

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

21 b) In leases: "The lessee herein covenants by and for himself or herself, his or her
22 heirs, executors, administrators, and assigns, and all persons claiming under or through him or her,
23 and this lease is made and accepted upon and subject to the following conditions: That there shall
24 be no discrimination against or segregation of any person or group of persons, on account of any
25 basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
26 defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
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1 Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing,
2 transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee
3 himself or herself, or any person claiming under or through him or her, establish or permit any
4 such practice or practices of discrimination or segregation with reference to the selection, location,
5 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises
6 herein leased.”

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

16 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
17 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
18 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
19 defending any discrimination claim brought by any third party and/or local, state or federal
20 government entity, arising out of or in connection with the Agreement or this Covenant.

21 8) INSURANCE. Without limiting or diminishing OWNER’s obligation to indemnify or
22 hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its
23 sole cost and expense, the following insurance coverage’s during the term of this Covenant.

24 a) Worker’s Compensation Insurance. If OWNER has employees as defined
25 by the State of California, OWNER shall maintain statutory Workers' Compensation Insurance
26 (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’
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1 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
2 person per accident. The policy shall be endorsed to waive subrogation in favor of the County of
3 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4 b) Commercial General Liability Insurance. Commercial General Liability
5 insurance coverage, including but not limited to, premises liability, contractual liability, products
6 and completed operations liability, personal and advertising injury, and cross liability coverage,
7 covering claims which may arise from or out of OWNER's performance of its obligations
8 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
9 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
10 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall
11 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
12 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
13 the occurrence limit.

14 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
15 performance of the obligations under this Covenant, then OWNER shall maintain liability
16 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
17 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
18 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
20 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
21 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
22 coverage approved by County's Risk Manager ("Risk Manager").

23 d) General Insurance Provisions – All Lines.

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

3 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
4 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
5 have the prior written consent of Risk Manager. Upon notification of self-insured retention
6 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
7 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
8 of losses and related investigations, claims administration, and defense costs and expenses.

9 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
10 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
11 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
12 provide copies of policies including all Endorsements and all attachments thereto, showing such
13 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
14 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
15 to the County of Riverside prior to any material modification, cancellation, expiration or reduction
16 in coverage of such insurance. OWNER shall not continue operations until COUNTY has been
17 furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of
18 policies of insurance including all endorsements and any and all other attachments as required
19 herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the
20 original endorsements for each policy and the Certificate of Insurance.

21 (4) It is understood and agreed to by the parties hereto that OWNER's
22 insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles
23 and/or self-insured retentions or self-insured programs shall not be construed as contributory.

24 (5) If, during the term of this Covenant or any extension thereof, there is a
25 material change in the scope of services or there is a material change in the equipment to be used
26 in the performance of the scope of work which will add additional exposures (such as the use of
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1 aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance
2 required under this Covenant and the monetary limits of liability for the insurance coverage's
3 currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of
4 insurance carried by OWNER has become inadequate.

5 (6) OWNER shall pass down the insurance obligations contained herein to
6 all tiers of subcontractors.

7 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
8 party or any incident or event that may give rise to a claim arising from the performance of the
9 Agreement.

10 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
11 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
12 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
13 agents and representatives (individually and collectively hereinafter referred to as Indemnites)
14 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
15 employees, subcontractors, agents or representatives arising out of or in any way relating to this
16 Agreement, including but not limited to property damage, bodily injury, or death or any other
17 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
18 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER
19 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
20 of investigation, defense and settlements or awards, the Indemnites in any claim or action based
21 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
22 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
23 shall have the right to adjust, settle, or compromise any such action or claim without the prior
24 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
25 no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnites as set
26 forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to
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1 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
2 or claim involved. The specified insurance limits required in this Agreement shall in no way limit
3 or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein
4 from third party claims. In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
6 shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law.
7 The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination
8 of this Covenant.

9 10) NOTICES. All Notices provided for in this Covenant shall be deemed received when
10 personally delivered, or two (2) days following mailing by certified mail, return receipt requested.
11 All mailing shall be addressed to the respective parties at their addresses set forth below, or at such
12 other address as each party may designate in writing and give to the other party:

13	<u>COUNTY</u>	<u>GRANTEE</u>
14	Director HWS	Co-Founder
15	County of Riverside	Galilee Center, Inc.
16	3403 10 th Street, Suite 300	66101 Hammond Road
	Riverside, CA 92501	Mecca, CA 92254

17 11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such
18 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions
19 at law or suit in equity or other proper proceedings to enforce the curing of such breach of
20 agreement or covenant.

21 12) TERM. The non-discrimination covenants, conditions and restrictions contained in
22 **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant,
23 condition and restriction contained in this Covenant shall continue in full force and effect for the
24 Term, as defined in **Section 1** of this Covenant.

25 13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder,
26 the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any
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1 monetary default shall be cured within ten (10) days of delivery of written notice. Except as
2 otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
3 thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
4 cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
5 reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and
6 OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in
7 good faith works to effect a cure as soon as possible, then OWNER shall have such additional time
8 as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY;
9 but in no event no later than sixty (60) days from delivery of such notice of default, subject to force
10 majeure.

11 14) If a violation of any of the covenants or provisions of this Covenant remains uncured
12 after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns,
13 without regard to whether COUNTY or its successors and assigns is an owner of any land or
14 interest therein to which these covenants relate, may institute and prosecute any proceedings at
15 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel
16 specific performance by OWNER of its obligations hereunder. No delay in enforcing the
17 provisions hereof as to any breach or violation shall impair, damage or waive the right of any party
18 entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation
19 or repetition of such breach or violations or any similar breach or violation hereof at any later time.

20 15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same
21 basis as if tendered by OWNER.

22 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.
23 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the
24 Project, the Property or any portion thereof, without obtaining the prior written consent of
25 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall
26 be memorialized an assignment and assumption agreement the form and substance of which have
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1 been first approved in writing by the COUNTY in its sole discretion. Such assignment and
2 assumption agreement shall, among other things, provide that the transferee has assumed in writing
3 and in full, and is reasonably capable of performing and complying with OWNER's duties and
4 obligations under the ARPA Grant Agreement and this Covenant, provided, however OWNER
5 shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

6 17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified
7 only by a written amendment signed by authorized representatives of both parties.

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

15 19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure
16 to the benefit of the respective heirs, successors and assigns of the parties.

17 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
18 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
19 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
20 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
21 first approved in writing by the COUNTY (each, a "Permitted Lender") and nothing herein or in
22 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender's
23 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
24 subsequent transfer thereafter.

25 21) SEVERABILITY. In any event that any provision, whether constituting a separate
26 paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be
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1 void and unenforceable, it shall be deemed separated and deleted from the agreement and the
2 remaining provisions of this Agreement shall remain in full force and effect.

3 22) PROJECT MONITORING AND EVALUATION.

4 a) Reserved.

5 b) Inspections. During the Affordability Period, COUNTY must perform on-
6 site inspections of ARPA-Assisted Units to determine compliance with the property standards.
7 The on-site inspections shall occur within 12 months after execution of the Covenant Agreement
8 and at least once every 3 years thereafter during the Affordability Period. If there are observed
9 deficiencies for any of the inspectable items in the property standards established by COUNTY,
10 a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12
11 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be
12 verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection.
13 Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more
14 frequent inspection schedule for properties that have been found to have health and safety
15 deficiencies. The OWNER must annually certify to the COUNTY that each building and all
16 ARPA-Assisted Units in the project are suitable for occupancy, taking into account State and local
17 health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property
18 standards established by the participating jurisdiction. Inspections must be based on a statistically
19 valid sample of units appropriate for the size of the COUNTY ARPA-Assisted Project, as set
20 forth by HUD through notice.

21 23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or
22 State awarding agencies shall have the right of access to the Property, upon 24 hours' written
23 notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the Federal
24 or State awarding agency shall provide such notice as may be practical under the circumstances),
25 without charges or fees, during normal business hours to review the operation of the Project in
26 accordance with this Covenant and the ARPA Grant Agreement.

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:

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

GRANTEE:

GALILEE CENTER, INC.
a California a California nonprofit public benefit corporation

By: form - do not sign
Heidi Marshall, Director HWS

By: form - do not sign
Gloria Gomez, Co-Founder

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By: APD
Amrit P. Dhillon
Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 1-Recorded Book/page: PM103/42
Subdivision Name: PM 17118
Lot/Parcel: 1, Block:Not Available
Por. Tract Number: Not Available
APN: 727-272-012

Lot 2-Recorded Book/page: PM103/042
Subdivision Name: PM 17118
Lot/Parcel: 1, Block: Not Available
Por. Tract Number: Not Available
APN: 727-185-004

Lot 3- 2.43 ACRES M/L IN POR SW 1/4 OF SEC 8 T7S R9E FOR TOTAL DESCRIPTION SEE ASSESSORS
MAPS Township N 7 Acres 002.43 M/L Section 08 Portion 1/4 Range 09 Portion Direction S
Range Direction E
APN: 727-185-003

EXHIBIT “D”

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

- STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>
- STEP 2: Under “Search Records”, enter the company name and press enter.
- STEP 3: Click “Print” on the Search Results page.
- STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).
- STEP 5: Attach print out of search results to this certification as supporting documentation.
- STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

DEVELOPER SIGNATURE

SCHEDULE A
Housing and Workforce Solutions
Budget Adjustment
Fiscal Year 2023/2024
American Rescue Plan Act (ARPA)

Increase in Appropriations:

21735-5501000000-536200	Contrib. To Other Non-County Agency	\$ 1,500,000
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Increase in Estimated Revenues:

21735-5501000000-763520	Fed-American Rescue Plan Act	\$ 1,500,000
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Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20230829**. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on August 29, 2023

First Name

Brad

Last Name

Anderson

Address (Street, City and Zip)

N/A

Phone

7603249637

Email

ba4612442@gmail.com

Agenda Date

08/29/2023

Agenda Item # or Public Comment

3.36

State your position below

Oppose

Comments

In opposition

ARPA funds should be expelled in a more direct matter - and NOT be assigned to potential special Interests for a building project that could take years to complete. One million dollars could and should be allocated to the fourth District as a whole and not be used in one area on our County shelter system that chooses to be burden by unhoused persons that are organized by other radical political elements. It's been reported (Form 11) that having around 75 shelter bed increase in the town of (Mecca, CA) would increased the Countys shelter beds by 36% - that's very unusual and concerning if true?

3.36

1 GRANT AGREEMENT FOR THE USE OF
2 AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

3 This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT
4 FUNDS (“Agreement”) by and between the COUNTY OF RIVERSIDE, a political subdivision
5 of the State of California (“COUNTY”) and GALILEE CENTER, INC., a California nonprofit
6 public benefit corporation (“GRANTEE”). The COUNTY and GRANTEE may be individually
7 referred to herein as a “Party” and collectively as the “Parties”. This Agreement, for the use of
8 U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery
9 Funds (“SLRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title
10 VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made
11 and entered into as of the Effective Date (defined herein).

12 RECITALS

13 WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-
14 19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the
15 U.S. Treasury adopted a Final Rule implementing the “SLFRF”; and

16 WHEREAS, state, territorial, local and tribal governments must comply with the Final
17 Rule by April 1, 2022 when the Final Rule takes effect; and

18 WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule
19 (collectively, the “ARPA Rules”) provide that SLFRF may be used to cover costs that are
20 necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic;
21 and

22 WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the
23 County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter
24 capacity, permanent supportive housing units and affordable housing to help address
25 homelessness; and

26 **WHEREAS**, on October 4, 2022 (Minute Order 3.44), the Board approved the second
27 installment allocation of APRA funds to focus on projects and/or programs that serve as a
28

1 pathway to create affordable housing with necessary supporting infrastructure to assist low-
2 income communities disproportionately affected by the COVID-19 pandemic; and

3 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
4 to expand the Galilee Center by 6,500 square feet shelter space, improve the kitchen to increase
5 the meals it can serve the community, enclose the play area, and install two additional solar panels.
6 The proposed development will provide up to eighty (80) beds of transitional housing and wrap-
7 around services to promote self-sufficiency as more fully described herein (collectively, the
8 “Project”). The Project will be located at 66101 Hammond Road in Mecca, California 92254, more
9 specifically known as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012
10 (“Property”), and as more specifically described in the legal description attached hereto and
11 incorporated herein as **Exhibit A**; and

12 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial
13 assistance to GRANTEE in the maximum amount of One Million Dollars (\$1,000,000.00)
14 consisting of SLFRF funds, to fund a portion of the rehabilitation costs of the Property, as more
15 fully described herein; and

16 WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
17 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
18 economic impacts for the purpose of assisting low-income households and individuals
19 disproportionately impacted by the COVID-19 pandemic through the development, repair and
20 operation of affordable housing and services or programs to increase long-term housing security;

21 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses
22 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
23 insecurity as a result of impacts due do to the COVID-19 public health emergency.

24 NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable
25 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY
26 and GRANTEE hereby agree as follows:

- 27 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
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1 herein by this reference. COUNTY has agreed provide a grant in the maximum total of One
2 Million Dollars (\$1,000,000.00) in ARPA funds (“ARPA Grant”) to GRANTEE upon the
3 satisfaction of the terms and conditions set forth herein, including but not limited to the
4 conditions precedent to distribution of the ARPA Grant set forth in **Section 11** below. Subject
5 also to **Sections 48** below, GRANTEE shall undertake and complete the ARPA activities
6 required herein and as set forth in **Exhibits A and A-1**, and shall utilize the ARPA Grant, as
7 required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that are
8 experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3
9 (“Qualified Population(s”).

10 2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date
11 (defined in **Section 55** below), GRANTEE hereby agrees to undertake and complete the
12 following activities within the time period(s) set forth herein and in **Exhibit A-1**:

- 13 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in
14 **Section 11** below.
- 15 b. Fund the Project in accordance with the timeline set forth in **Exhibit A and A-**
16 **1**.
- 17 c. Operate the Project in such a manner so that it will remain available to the
18 Qualified Population for the Affordability Period as defined in **Section 14**
19 below.
- 20 d. Maintain the Project in compliance with applicable local, state, federal laws,
21 codes and regulations, including but not limited to the ARPA rules, as further
22 described in **Section 17** below until the expiration of the Term of this
23 Agreement set forth in **Section 6** below, and the Affordability Period set forth
24 in **Section 14** below.
- 25 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules
26 and GRANTEE shall expend the SLFRF funds by July 1, 2023. GRANTEE
27 shall demonstrate to the COUNTY, in the COUNTY’s sole and absolute
28

1 discretion, that the SLFRF funds are deemed fully expended in compliance
2 with the ARPA Rules.

3 3. RESERVED.

4 4. ARPA GRANT. Subject to GRANTEE's satisfaction of the conditions precedent
5 to disbursement of the ARPA Grant set forth in **Section 11** below, COUNTY shall distribute the
6 ARPA Grant to GRANTEE.

7 5. PRIOR COUNTY APPROVAL.

8 a. Except as otherwise expressly provided in this Agreement, approvals required
9 of the COUNTY shall be deemed granted by the written approval of the
10 Director of Housing and Workforce Solutions ("HWS"), or designee.
11 Notwithstanding the foregoing, the Director may, in their sole discretion, refer
12 to the governing body of the COUNTY any item requiring COUNTY
13 approval; otherwise, "COUNTY approval" means and refers to approval by
14 the Director of HWS, or designee.

15 b. The Director of HWS, or designee, shall have the right to make changes to the
16 attachments to this Agreement in order to ensure that all such attachments are
17 consistent with the terms and provisions of this Agreement.

18 6. TERM OF AGREEMENT. This Agreement shall become effective upon the
19 Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the
20 terms hereof, shall continue in full force and effect until the later to occur of (i) July 1, 2079 or
21 (ii) fifty-five (55) years from the date of execution of the Covenant Agreement for the Project
22 ("Term of Agreement").

23 7. GRANTEE'S REPRESENTATIONS. GRANTEE represents and warrants to
24 COUNTY as follows:

25 a. Authority. GRANTEE has full right, power, and lawful authority to enter into
26 this Agreement and accept the ARPA Grant and undertake all obligations as
27 provided herein. The execution, performance, and delivery of this Agreement
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1 by GRANTEE have been fully authorized by all requisite actions on the part
2 of GRANTEE.

3 b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution,
4 delivery and performance of its obligations under this Agreement will not
5 constitute a default or a breach under contract, agreement or order to which
6 GRANTEE is a party or by which it is bound.

7 c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.

8 d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition
9 which would cause any of the warranties and representations in this **Section 7**
10 not to be true as of close of escrow, immediately give written notice of such
11 fact or condition to COUNTY. Such exception(s) to a representation shall not
12 be deemed a breach by GRANTEE hereunder but shall constitute an exception
13 which COUNTY shall have the right to approve or disapprove if such
14 exception would have an effect on the value and/or operation of the Project.

15 8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the
16 Implementation Schedule set forth in **Exhibit A-1**, as such schedule may be amended, in
17 COUNTY's sole and absolute discretion, pursuant to **Section 10**, and subject to Force Majeure
18 Delays as defined in **Section 9**.

19 9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the
20 reasonable control of GRANTEE, and which could not have been reasonably anticipated, which
21 prevent(s) GRANTEE from complying with any of its obligations under this Agreement,
22 including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders,
23 strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

24 "Force Majeure Delay" is delay due to Force Majeure that, in each case, (i)
25 materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is
26 not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the
27 exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and
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1 is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is
2 not the result of the failure of GRANTEE to perform any of its obligations under this Agreement.
3 Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have occurred
4 unless GRANTEE has notified COUNTY in writing of such occurrence within fifteen (15) days
5 after such occurrence, and has provided COUNTY with the details of such event and the length
6 of the anticipated delay within an additional fifteen (15) days thereafter. GRANTEE shall
7 diligently attempt to remove, resolve, or otherwise eliminate such event, keep COUNTY advised
8 with respect thereto, and shall commence performance of its obligations hereunder immediately
9 upon such removal, resolution or elimination. During the occurrence and continuance of a Force
10 Majeure Delay, GRANTEE shall be excused from performance of its obligations under this
11 Agreement to the extent the Force Majeure prevents GRANTEE from performing such
12 obligations.

13 10. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its
14 sole and absolute discretion and subject to ARPA Rules, grant an extension to the
15 Implementation Schedule set forth in **Exhibit A-1** for the purpose of completing GRANTEE's
16 activities which cannot be completed as outlined in **Exhibit A-1**. GRANTEE shall request said
17 extension in writing, stating the reasons therefore, which extension must be first approved in
18 writing by the COUNTY in its sole and absolute discretion. The Director of HWS, or designee,
19 may extend all pending deadlines in the Implementation Schedule on two (2) or fewer occasions,
20 so long as the aggregate duration of such administrative time extensions is no greater than ninety
21 (90) days and complies with all ARPA Rules. Every term, condition, covenant, and requirement
22 of this Agreement shall continue in full force and effect during the period of any such extension.

23 11. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS.
24 COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to
25 GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse
26 any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have
27 been satisfied:
28

- 1 a. GRANTEE executes this Agreement and delivers to COUNTY;
- 2 b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- 3 c. GRANTEE provides evidence it has obtain the necessary building permits to
- 4 develop improvements to the property that are being proposed as outlined in
- 5 **Exhibit A;**
- 6 d. GRANTEE executes the Covenant Agreement, substantially conforming in
- 7 form and substance to the Covenant Agreement attached hereto and
- 8 incorporated herein as **Exhibit C**, and delivers to the County of Riverside;
- 9 e. RESERVED;
- 10 f. RESERVED;
- 11 g. GRANTEE is not in default under the terms of this Agreement or any other
- 12 agreement related to the financing of the Project;
- 13 h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE
- 14 hires a qualified professional firm to review and monitor Davis Bacon and/or
- 15 prevailing wage compliance for all submissions of contractors certified
- 16 payrolls to COUNTY. In the event that the Project requires prevailing wages,
- 17 GRANTEE shall comply with, and shall require its contractors and
- 18 subcontractors performing work on the Project, to pay prevailing wages, use a
- 19 skilled and trained workforce, and adhere to any applicable labor regulations
- 20 and all State laws in connection with the construction of the Project, including
- 21 but not limited to Article 1 (commencing with Section 1720) of Part 7 of
- 22 Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section
- 23 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees
- 24 and acknowledges that it is the responsibility of GRANTEE to obtain a legal
- 25 determination, at GRANTEE's sole cost and expense, as to whether prevailing
- 26 wages must be paid during the construction of the Project. If the Project is
- 27 subject to prevailing wages, then GRANTEE shall be solely responsible to pay
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1 its contractors and subcontractors the required prevailing wage rates.
2 GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from
3 and against any and all liability arising out of and related to GRANTEE's
4 failure to comply with any and all applicable Davis Bacon and/or prevailing
5 wage requirements;

6 i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all
7 persons, contractors, consultants, businesses, etc. ("Developer Associates"),
8 are conducting business with, are not presently debarred, proposed for
9 debarment, suspended, declared ineligible, or voluntarily excluded from
10 participation or from receiving federal contracts or federally approved
11 subcontracts or from certain types of federal financial and nonfinancial
12 assistance and benefits with the Excluded Parties Listing System ("EPLS").
13 EPLS records are located at www.sam.gov; and

14 j. GRANTEE shall search and provide a single comprehensive list of Developer
15 Associates (individuals and firms) and print and maintain evidence of the
16 search results of each Developer Associate as verification of compliance with
17 this requirement, as provided in **Exhibit D**, "Contractor Debarment
18 Certification Form", which is attached hereto and incorporated herein by this
19 reference.

20 GRANTEE agrees to submit the following documentation to COUNTY, 180 days from
21 execution of this Agreement:

- 22 1) Service Plan;
- 23 2) Management Plan; and
- 24 3) Funding commitments and sources and uses for the proposed modifications to
25 the existing buildings for the proposed intended use.

26 12. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by July 1,
27 2024, then GRANTEE shall be instructed to return any remaining ARPA Grant funds back to
28 the COUNTY after at least ten (10) days' prior written notice to GRANTEE. Upon such

1 reallocation and repayment of funds, this Agreement shall be terminated and be of no further
2 force and effect and GRANTEE shall be released and discharged from any obligations
3 hereunder, except as to those obligations which by their terms survive termination of this
4 Agreement.

5 13. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall determine
6 the final disbursement and distribution of all funds received by COUNTY under ARPA.
7 Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section**
8 **11.** COUNTY shall pay GRANTEE in the form of funding draw requests with supporting
9 documents which specifically state how such funds will be expended. COUNTY shall promptly
10 review the funding draw request and supporting documentation, but in no event later than thirty
11 (30) days. COUNTY may require additional information from GRANTEE as may be necessary
12 and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall
13 deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon
14 receipt of wire instructions.

15 14. TERMS OF AFFORDABILITY. The Galilee Center shall remain occupied and
16 available to Qualified Populations, pursuant to **Section 18** below, **Exhibit A**, and the Covenant
17 Agreement attached hereto as **Exhibit C**, until the later of (i) fifty-five (55) years from the date
18 of execution of the Covenant Agreement in the Official Records, or (ii) July 1, 2079
19 ("Affordability Period").

20 15. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to
21 indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project
22 ("General Contractor"), shall procure and maintain or cause to be maintained, at its sole cost and
23 expense, the following insurance coverages during the Term of this Agreement.

- 24 a. Builder's All Risk (Course of Construction) Insurance. GRANTEE shall cause
25 General Contractor to provide a policy of Builder's All Risk (Course of
26 Construction) insurance coverage including (if the work is located in an
27 earthquake or flood zone or if required on financed or bond financing
28 arrangements) coverage for earthquake and flood, covering the COUNTY,

1 GRANTEE and every subcontractor, of every tier, for the entire Project,
2 including property to be used in the construction of the work while such
3 property is at off-site storage locations or while in transit or temporary off-site
4 storage. Such policy shall include, but not be limited to, coverage for fire,
5 collapse, faulty workmanship, debris removal, expediting expense, fire
6 department service charges, valuable papers and records, trees, grass,
7 shrubbery and plants. If scaffolding, false work and temporary buildings are
8 insured separately by the GRANTEE or others, evidence of such separate
9 coverage shall be provided to County prior to the start of the work. Such policy
10 shall be written on an all risk basis and a completed value form. Such policy
11 shall cover the full insurable value. Such policy shall also provide coverage
12 for temporary structures (on-site offices, etc.), fixtures, machinery and
13 equipment being installed as part of the work. GRANTEE shall be responsible
14 for any and all deductibles under such policy. Upon request by COUNTY,
15 GRANTEE shall declare all terms, conditions, coverages and limits of such
16 policy. Such policy shall name the COUNTY as a loss payee as their interest
17 may appear. If the County so provides, in its sole discretion, the All Risk
18 (Course of Construction) insurance for the Project, then GRANTEE shall
19 assume the cost of any and all applicable policy deductibles (currently,
20 \$50,000 per occurrence) and shall insure its own machinery, equipment, tools,
21 etc. from any loss of any nature whatsoever.

- 22 b. Workers' Compensation Insurance. If Grantee or General Contractor have
23 employees as defined by the State of California, the CONTRACTOR shall
24 maintain statutory Workers' Compensation Insurance (Coverage A) as
25 prescribed by the laws of the State of California. Policy shall include
26 Employers' Liability (Coverage B) including Occupational Disease with limits
27 not less than \$1,000,000 per person per accident. The policy shall be endorsed
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1 to waive subrogation in favor of The County of Riverside. Policy shall name
2 the COUNTY as Additional Insureds.

3 c. Commercial General Liability Insurance. Grantee shall maintain Commercial
4 General Liability insurance coverage, including but not limited to, premises
5 liability, unmodified contractual liability, products and completed operations
6 liability, personal and advertising injury, and cross liability coverage, covering
7 claims which may arise from or out of CONTRACTOR'S performance of its
8 obligations hereunder. Policy shall name the COUNTY as Additional Insured.
9 Policy's limit of liability shall not be less than \$2,000,000 per occurrence
10 combined single limit. If such insurance contains a general aggregate limit, it
11 shall apply separately to this agreement or be no less than two (2) times the
12 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

13 d. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
14 performance of the obligations under this Agreement, then CONTRACTOR
15 shall maintain liability insurance for all owned, non-owned or hired vehicles
16 so used in an amount not less than \$1,000,000 per occurrence combined single
17 limit. If such insurance contains a general aggregate limit, it shall apply
18 separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name the COUNTY as Additional Insureds.

20 e. General Insurance Provisions – All Lines.

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

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(ii) GRANTEE, or Grantee on behalf of General Contractor, must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of COUNTY's Risk Manager, GRANTEE's or General Contractor's, as applicable, carriers shall either: (a) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii) GRANTEE shall cause GRANTEE's and General Contractor's insurance carrier(s) to furnish the County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by COUNTY Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another Certificate of Insurance and copies of endorsements, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein

1 is in full force and effect. GRANTEE shall not commence operations
2 until COUNTY has been furnished Certificate(s) of Insurance and
3 copies of endorsements and if requested, copies of policies of insurance
4 including all endorsements and any and all other attachments as
5 required in this Section. An individual authorized by the insurance
6 carrier on its behalf shall sign the original endorsements for each policy
7 and the Certificate of Insurance.

8 (iv) It is understood and agreed to by the parties hereto that GRANTEE's
9 insurance shall be construed as primary insurance, and COUNTY's
10 insurance and/or deductibles and/or self-insured retentions or self-
11 insured programs shall not be construed as contributory.

12 (v) If, during the term of this Agreement or any extension thereof, there is
13 a material change in the scope of services; or, there is a material change
14 in the equipment to be used in the performance of the scope of work
15 which will add additional exposures (such as the use of aircraft,
16 watercraft, cranes, etc.); or, the term of this Agreement, including any
17 extensions thereof, exceeds five (5) years, COUNTY reserves the right
18 to adjust the types of insurance required under this Agreement and the
19 monetary limits of liability for the insurance coverages currently
20 required herein, if; in COUNTY Risk Manager's reasonable judgment,
21 the amount or type of insurance carried by GRANTEE has become
22 inadequate.

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

25 (vii) The insurance requirements contained in this Agreement may be
26 met with a program(s) of self-insurance acceptable to COUNTY.
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1 (viii) GRANTEE agrees to notify COUNTY of any claim by a third party
2 or any incident or event that may give rise to a claim arising from the
3 performance of this Agreement.

4 16. FINANCIAL AND PROJECT RECORDS. GRANTEE shall maintain financial,
5 programmatic, statistical, and other supporting records of its operations and financial activities
6 sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended,
7 (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, which records shall
8 be open to inspection and audit by authorized representatives of COUNTY, the California
9 Department of Finance, and the United States Department of the Treasury Office of Inspector
10 General, during regular working hours. COUNTY, state, and federal representatives have the
11 right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents,
12 papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and
13 transcripts. Said records shall be retained for such time as may be required by the ARPA Rules,
14 but in no event no less than five (5) years after the Project completion date as evidenced by
15 recordation of the Notice of Completion, or after final payment is made, whichever is later, to
16 support reported expenditures and to participate in COUNTY, state, and federal audits; except
17 that records of individual income verifications, project rents, and project inspections must be
18 retained for the most recent five (5) year period, until five (5) years after the Affordability Period
19 terminates. If any litigation, claim, negotiation, audit, or other action has been started before the
20 expiration of the regular period specified, the records must be retained until completion of the
21 action and resolution of all issues which arise from it, or until the end of the regular period,
22 whichever is later.

23 17. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this
24 Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state
25 and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the
26 ARPA Rules and the following as they may be applicable to GRANTEE in connection with the
27 ARPA Grant:
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- 1 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
2 "Equal Employment Opportunity", as amended by Executive Order 11375 of
3 October 13, 1967, and as supplemented in Department of Labor Regulations
4 (41 CFR Part 60).The GRANTEE will not discriminate against any employee
5 or applicant for employment because of race, color, religion, sex, or national
6 origin. GRANTEE shall ensure that all qualified applicants will receive
7 consideration for employment without regard to race, color, religion, sex or
8 national origin. The GRANTEE will take affirmative action to ensure that
9 applicants are employed and the employees are treated during employment,
10 without regard to their race color, religion, sex, or national origin. Such actions
11 shall include, but are not limited to, the following: employment, up-grading,
12 demotion, or transfer; recruitment or recruitment advertising; rates of pay or
13 other forms of compensation; and selection for training, including
14 apprenticeship. The GRANTEE agrees to post in a conspicuous place, available
15 to employees and applicants for employment, notices to be provided by the
16 County setting forth the provisions of this non-discrimination clause;
- 17 b. Executive Order 11063, as amended by Executive Order 12259, and
18 implementing regulations at 24 CFR Part 107;
- 19 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
20 and implementing regulations;
- 21 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
22 implementing regulations;
- 23 e. The regulations, policies, guidelines and requirements of the Uniform
24 Administrative Requirements, Cost Principles, and Audit Requirements for
25 Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of
26 federal funds under the federally-assigned program;
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- 1 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
2 regulations issued at 24 CFR Part 1;
- 3 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- 4 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
5 with all applicable provisions pertaining to the use of data and copyrights
6 pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 7 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
8 (*42 U.S.C. 7401 et seq.*) and the *Federal Water Pollution Control Act* (*33*
9 *U.S.C. Section 1251 et seq.*), as amended: Contracts and subgrants of amounts
10 in excess of \$100,000 shall contain a provision that requires the recipient to
11 agree to comply with all applicable standards, orders or regulations issued
12 pursuant to the *Clean Air Act* (*42 U.S.C. 7401 et seq.*) and the *Federal Water*
13 *Pollution Control Act* as amended (*33 U.S.C. Section 1251 et seq.*). Violations
14 shall be reported to the Federal awarding agency and the Regional Office of the
15 Environmental Protection Agency (EPA).
- 16 j. *Anti-Lobbying Certification* (*31 U.S.C. 1352*): The language of the certification
17 set forth below shall be required in all contracts or subcontracts entered into in
18 connection with this grant activity and all GRANTEES shall certify and
19 disclose accordingly. This certification is a material representation of fact upon
20 which reliance was placed when this transaction was made or entered into.
21 Submission of this certification is a prerequisite for making or entering into this
22 transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who
23 fails to file the required certification shall be subject to a civil penalty of not
24 less than \$10,000 and no more than \$100,000 for such failure.

25 “The undersigned certifies, to the best of his or her knowledge or belief, that:
26 No Federal appropriated funds have been paid or will be paid, by or on behalf
27 of it, to any person for influencing or attempting to influence an officer or
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1 employee of any agency, a Member of Congress, an officer or employee of
2 Congress, or an employee of a Member of Congress in connection with the
3 awarding of any Federal contract, the making of any Federal grant, the making
4 of any Federal loan, the entering into of any cooperative agreement, and the
5 extension, continuation, renewal, amendment, or modification of any Federal
6 contract, grant, loan, or cooperative agreement;

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

14 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
15 contract award shall be made to parties listed on the government wide
16 exclusions in the System for Award Management (SAM), in accordance with
17 OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549
18 and 12689, “Debarment and Suspension.” SAM Exclusions contains the
19 names of parties debarred, suspended, or otherwise excluded by agencies, as
20 well as parties declared ineligible under statutory or regulatory authority other
21 than E.O. 12549. Contractors with awards that exceed the small purchase
22 threshold shall provide the required certification regarding its exclusion status
23 and that of its principal employees.

24 l. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (Pub.
25 L. 100-690) requires grantees (including individuals) of federal agencies, as a
26 prior condition of being awarded a grant, to certify that they will provide drug-

1 free workplaces. Each potential recipient must certify that it will comply with
2 drug-free workplace requirements.

3 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
4 any sub-consultants or sub-contractors, shall allow all duly authorized Federal,
5 State, and/or County officials or authorized representatives access to the work
6 area, as well as all books, documents, materials, papers, and records of the
7 GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are
8 directly pertinent to a specific program for the purpose of making audits,
9 examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and
10 any sub-consultants or sub-contractors, further agree to maintain and keep such
11 books, documents, materials, papers, and records, on a current basis, recording
12 all transactions pertaining to this Agreement in a form in accordance with
13 generally acceptable accounting principles. All such books and records shall
14 be retained for such periods of time as required by law, provided, however,
15 notwithstanding any shorter periods of retention, all books, records, and
16 supporting detail shall be retained for a period of at least five (5) years after the
17 expiration of the term of this Agreement, or final payment is made, whichever
18 is later.

19 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
20 of the United States, and no Resident Commissioner shall be admitted to any
21 share or part of this Agreement or to any benefit to arise from the same.

22 o. *Energy Efficiency:* Mandatory standards and policies relating to energy
23 efficiency which are contained in the State energy conservation plan issued in
24 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
25 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).

26 p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
27 that is a state agency or agency of a political subdivision of a state and its
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1 contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste
2 Disposal Act, as amended by the Resource Conservation and Recovery Act.
3 The requirements of Section 6002 include procuring only items designated in
4 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247
5 that contain the highest percentage of recovered materials practicable,
6 consistent with maintaining a satisfactory level of competition, where the
7 purchase price of the item exceeds \$10,000 or the value of the quantity acquired
8 by the preceding fiscal year exceeded \$10,000; procuring solid waste
9 management services in a manner that maximizes energy and resource
10 recovery; and establishing an affirmative procurement program for
11 procurement of recovered materials identified in the EPA guidelines. The
12 requirements of 2 CFR 200.322, as amended effective November 12, 2020, are
13 hereby included in this Agreement as appropriate and to the extent consistent
14 with law.

- 15 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
16 *3708)*: GRANTEE shall comply with all applicable provisions of the CWHSA.
- 17 r. *Displacement, relocation, and acquisition*. The relocation requirements of
18 Title II and the acquisition requirements of Title III of the Uniform Relocation
19 Assistance and Real Property Acquisition Policies Act of 1970, and the
20 implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it
21 has taken all reasonable steps to minimize the displacement of persons as a
22 result of this Project.
- 23 s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based
24 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint
25 Poisoning Prevention Act (42 U.S.C. 4821, *et seq.*). The lead-based paint
26 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply,
27 irrespective of the applicable property standard under §92.251.
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- 1 t. *Labor*. GRANTEE shall comply with any applicable labor regulations and all
2 other State and Federal laws in connection with the construction of the
3 improvements which comprise the Project, including if applicable,
4 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
5 that it is the responsibility of GRANTEE to obtain a legal determination, at
6 GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must
7 be paid for during the construction of the Project. GRANTEE agrees to
8 indemnify, defend, and hold COUNTY harmless from and against any and all
9 liability arising out of a related to GRANTEE'S failure to comply with any and
10 applicable prevailing wage requirements.
- 11 u. *Model Energy Code* published by the Council of American Building Officials.
- 12 v. *Consultant Activities*. No person providing consultant services in an employer-
13 employee type relationship shall receive more than a reasonable rate of
14 compensation for personal services paid with ARPA funds.
- 15 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
16 as may be amended from time to time. Federal awards expended as a recipient
17 or a subrecipient, as defined therein, would be subject to single audit. The
18 payments received for goods or services provided as a vendor would not be
19 considered Federal awards.
- 20 x. GRANTEE shall include written agreements that include all provisions of
21 **Section 17** if GRANTEE provides ARPA funds to for-profit owners or
22 developers, non-profit owners or developers, sub-recipients, homeowners,
23 homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- 24 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
25 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien
26 Status and Eligibility Under Title IV of the Personal Responsibility and Work
27 Opportunity Reconciliation Act of 1996 ("PRWORA"). Final Attorney
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1 General's Order issued pursuant to PRWORA is specified under Federal
2 Register Vol. 66, No. 10, Department of Justice Final Specification of
3 Community Programs Necessary for Protection of Life or Safety Under Welfare
4 Reform Legislation.

5 z. GRANTEE shall comply with all applicable local, state and federal laws in
6 addition to the above-mentioned laws.

7 18. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project
8 available to people that are experiencing homelessness, at risk of homelessness, or experiencing
9 housing insecurity ("Qualified Population"). If GRANTEE intends to use the Project for a use
10 other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize
11 the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty
12 (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate
13 ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with
14 ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations
15 and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then
16 COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA
17 grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this
18 Agreement shall become null and void. COUNTY and GRANTEE shall be released and
19 discharged respectively from their obligations under this Agreement. All cost incurred by each
20 party on the Project will be assumed respectively.

21 19. ENVIRONMENTAL CLEARANCES. GRANTEE shall be responsible for
22 obtaining any and all approvals subsequent approvals permits, environmental clearances in
23 connection with the Project funded with SLFRF funds, in compliance with the California
24 Environmental Quality Act, and including but not limited to, any and all applicable federal and
25 state environmental laws and regulations.

26 20. RESERVED.

1 21. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of
2 the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted
3 pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this
4 Agreement.

5 22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.
6 GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the
7 Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which
8 consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory
9 to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is
10 reasonably capable of performing and complying with the GRANTEE's duties and obligations
11 under this Agreement, provided, however Grantee shall not be released of all obligations
12 hereunder which accrue from and after the date of such sale.

13 23. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and
14 employees shall act at all times in an independent capacity during the term of this Agreement,
15 and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers,
16 or employees of COUNTY.

17 24. NONDISCRIMINATION. Grantee shall not discriminate on the basis of race,
18 color, national origin, religion, or sex be excluded from participation in, be denied the benefits
19 of, or be subjected to discrimination under any program or activity receiving Federal financial
20 assistance made available pursuant to the SLFRF. In addition, GRANTEE shall not discriminate
21 on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability
22 in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate
23 in subcontracting/subconsulting opportunities. GRANTEE understands and agrees that violation
24 of this clause shall be considered a material breach of this Agreement and may result in
25 termination, debarment or other sanctions. This language shall be incorporated into all contracts
26 between GRANTEE and any contractor, consultant, subcontractor, subconsultants, vendors and
27 suppliers. GRANTEE shall comply with the provisions of the California Fair Employment and
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1 Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964
2 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said
3 Acts and Orders with respect to its use of the Property.

4 GRANTEE herein covenants by and for itself, its successors and assigns, and all persons
5 claiming under or through them, that this Covenant is made and accepted upon and subject to the
6 following conditions: There shall be no discrimination against or segregation of any person or
7 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
8 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
9 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
10 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
11 the transferee itself or any person claiming under or through him or her, establish or permit any
12 such practice or practices of discrimination or segregation with reference to the selection, location,
13 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

14 GRANTEE, its successors and assigns, shall refrain from restricting the rental, sale, or
15 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
16 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
17 contract entered into with respect to the Project and the Property, or any portion thereof, after the
18 date of this Agreement shall contain or be subject to substantially the following nondiscrimination
19 or nonsegregation clauses:

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

6 b. In leases: “The lessee herein covenants by and for himself or herself, his or her
7 heirs, executors, administrators, and assigns, and all persons claiming under or
8 through him or her, and this lease is made and accepted upon and subject to the
9 following conditions: That there shall be no discrimination against or
10 segregation of any person or group of persons, on account of any basis listed in
11 subdivision (a) or (d) of Section 12955 of the Government Code, as those bases
12 are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
13 subdivision (p) of Section 12955, and Section 12955.2 of the Government
14 Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or
15 enjoyment of the premises herein leased nor shall the lessee himself or herself,
16 or any person claiming under or through him or her, establish or permit any
17 such practice or practices of discrimination or segregation with reference to the
18 selection, location, number, use, or occupancy, of tenants, lessees, sublessees,
19 subtenants, or vendees in the premises herein leased.”

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

3 In addition to the obligations and duties of GRANTEE set forth herein, GRANTEE shall,
4 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
5 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
6 defending any discrimination claim brought by any third party and/or local, state or federal
7 government entity, arising out of or in connection with this Agreement or the Covenant Agreement
8 attached hereto.

9 25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

- 10 a. GRANTEE and its assigns, employees, agents, consultants, officers and elected
11 and appointed officials shall become familiar with and shall comply with the
12 conflict of interest provisions of the COUNTY, attached hereto and
13 incorporated herein by this reference as **Exhibit B**, those provisions contained
14 in the ARPA Rules, and any applicable regulations promulgated by the
15 Treasury Department related to conflict of interest, attached hereto as **Exhibit**
16 **B**.
- 17 b. Reserved.
- 18 c. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY
19 with a list of all employees, agents, consultants, officers and elected and
20 appointed officials who are in a position to participate in a decision-making
21 process, exercise any functions or responsibilities, or gain inside information
22 with respect to the ARPA activities funded under this Agreement. GRANTEE
23 shall also promptly disclose to COUNTY any potential conflict, including even
24 the appearance of conflict that may arise with respect to the ARPA activities
25 funded under this Agreement.
- 26 d. Any violation of this section shall be deemed a material breach of this
27 Agreement, and the Agreement shall be immediately terminated by COUNTY.
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1 26. RESERVED.

2 27. PROJECT MONITORING AND EVALUATION.

3 a. Inspections. During the Affordability Period, COUNTY will perform on-site
4 inspections of the Project to determine compliance with the property standards
5 and to verify the information submitted by the owners in accordance with
6 requirements. The on-site inspections must occur within 12 months after
7 Covenant Agreement and at least once every 3 years thereafter during the
8 Affordability Period. If there are observed deficiencies for any of the
9 inspectable items in the property standards established by COUNTY, a follow-
10 up on-site inspection to verify that deficiencies are corrected must occur within
11 12 months. COUNTY may establish a list of non-hazardous deficiencies for
12 which correction can be verified by third party documentation (e.g., paid
13 invoice for work order) rather than re-inspection. Health and safety deficiencies
14 must be corrected immediately. COUNTY must adopt a more frequent
15 inspection schedule for properties that have been found to have health and
16 safety deficiencies.

17 28. MONITORING FEE. GRANTEE shall not be required to pay an annual
18 compliance monitoring fee to the COUNTY.

19 29. ACCESS TO PROJECT SITE. COUNTY, state and/or federal awarding agencies
20 shall have the right to access the Project site and the Property at all reasonable times, and upon
21 completion of the Project upon reasonable written notice to GRANTEE, to review the operation
22 of the Project in accordance with this Agreement.

23 30. EVENTS OF DEFAULT. The occurrence of any of the following events shall
24 constitute an "Event of Default" under this Agreement:

25 a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable
26 under this Agreement or the Covenant Agreement; (2) GRANTEE's or any
27 agent of GRANTEE's use of SLFRF funds for costs other than those costs
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1 permitted under this Agreement or for uses inconsistent with terms and
2 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
3 or any agent of GRANTEE's failure to make any other payment of any
4 assessment or tax due under this Agreement, and /or (4) default under the terms
5 of any senior loan documents or any other instrument or document secured
6 against the Property or the Project;

7 b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's
8 agent(s) on the basis of characteristics prohibited by this Agreement or
9 applicable law; (2) the imposition of any encumbrances or liens on the Project
10 without COUNTY's prior written approval that are prohibited under this
11 Agreement (3) GRANTEE's failure to obtain and maintain the insurance
12 coverage required under this Agreement;(4) any material default under this
13 Agreement, the Covenant Agreement, the ARPA Rules, or any document
14 executed by the County in connection with this Agreement, and /or (5) a default
15 under the terms of any senior loan documents or any other instrument or
16 document secured against the Property or the Project;

17 c. General Performance of Obligations. Any substantial or continuous or repeated
18 breach by GRANTEE or GRANTEE's agents of any material obligations of
19 GRANTEE under this Agreement;

20 d. General Performance of Other Obligations. Any substantial or continuous or
21 repeated breach by GRANTEE or GRANTEE's agents of any material
22 obligations of GRANTEE related to the Project imposed by any other
23 agreement with respect to the financing, development, or operation of the
24 Project; whether or not COUNTY is a party to such agreement; but only
25 following any applicable notice and cure periods with respect to any such
26 obligation;

1 e. Representations and Warranties. A determination by COUNTY that any of
2 GRANTEE's representations or warranties made in this Agreement, any
3 statements made to COUNTY by GRANTEE, or any certificates, documents,
4 or schedules supplied to COUNTY by GRANTEE were false in any material
5 respect when made, or that GRANTEE concealed or failed to disclose a material
6 fact to COUNTY.

7 f. Damage to Project. In the event that the Project is materially damaged or
8 destroyed by fire or other casualty, and GRANTEE receives an award or
9 insurance proceeds sufficient for the repair or reconstruction of the Project, and
10 GRANTEE does not use such award or proceeds to repair or reconstruct the
11 Project.

12 g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and
13 co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or
14 reorganization, or failure to obtain a full dismissal of any such involuntary filing
15 brought by another party before the earlier of final relief or ninety (90) days
16 after such filing; (2) making a general assignment for the benefit of creditors;
17 (3) applying for the appointment of a receiver, trustee, custodian, or liquidator,
18 or failure to obtain a full dismissal of any such involuntary application brought
19 by another party before the earlier of final relief or ninety (90) days after such
20 filing; (4) insolvency; or (5) failure, inability or admission in writing of its
21 inability to pay its debts as they become due.

22 31. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices,
23 demands and communications between the COUNTY and the GRANTEE shall be sufficiently
24 given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to
25 the principal offices of the COUNTY and the GRANTEE, as designated in **Section 53**, below.
26 Such written notices, demands and communications may be sent in the same manner to such
27 other addresses as either party may from time to time designate by mail as provided in this
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1 **Section 31.** Any notice that is transmitted by electronic facsimile transmission followed by
2 delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is
3 personally delivered (including by means of professional messenger service, courier service
4 such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed
5 received on the documented date of receipt by the recipient; and any notice that is sent by
6 registered or certified mail, postage prepaid, return receipt required shall be deemed received
7 on the date of delivery thereof.

- 8 a. Subject to the Force Majeure Delay, as provided in **Section 9**, failure or delay
9 by GRANTEE to perform any term or provision of this Agreement constitutes
10 a default under this Agreement. GRANTEE must immediately commence to
11 cure, correct or remedy such failure or delay and shall complete such cure,
12 correction or remedy with reasonable diligence.
- 13 b. COUNTY shall give written notice of default to GRANTEE, specifying the
14 default complained of by COUNTY. Failure or delay in giving such notice
15 shall not constitute a waiver of any default, nor shall it change the time of
16 default. Except as otherwise expressly provided in this Agreement, any failures
17 or delays by COUNTY in asserting any of its rights and remedies as to any
18 default shall not operate as a waiver of any default or of any such rights or
19 remedies. Delays by COUNTY in asserting any of its rights and remedies shall
20 not deprive COUNTY of its right to institute and maintain any actions or
21 proceedings which it may deem necessary to protect, assert or enforce any such
22 rights or remedies.
- 23 c. If a monetary event of default occurs, prior to exercising any remedies
24 hereunder, COUNTY shall give GRANTEE written notice of such default.
25 GRANTEE shall have a period of ten (10) days after such notice is given within
26 which to cure the default prior to exercise of remedies by COUNTY.
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- 1 d. If a non-monetary event of default occurs, prior to exercising any remedies
2 hereunder, COUNTY shall give GRANTEE written notice of such default. If
3 the default is reasonably capable of being cured within thirty (30) days,
4 GRANTEE shall have such period to effect a cure prior to exercise of remedies
5 by COUNTY. If the default is such that it is not reasonably capable of being
6 cured within thirty (30) days, and GRANTEE (i) initiates corrective action
7 within said period, and (ii) diligently, continually, and in good faith works to
8 effect a cure as soon as possible, then GRANTEE shall have such additional
9 time as is reasonably necessary to cure the default prior to exercise of any
10 remedies by the injured party, but in no event no more than sixty (60) days from
11 the date of the notice of default. In no event shall COUNTY be precluded from
12 exercising remedies if its security becomes or is about to become materially
13 jeopardized by any failure to cure a default or the default is not cured within
14 sixty (60) days after the first notice of default is given.
- 15 e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on
16 the same basis as if tendered by GRANTEE.

17 32. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after notice
18 and opportunity to cure, COUNTY's obligation to disburse SLFRF funds shall terminate, and
19 COUNTY shall also have the rights and remedies permitted by this Agreement or applicable
20 law, proceed with any or all of the following remedies in any order or combination COUNTY
21 may choose in its sole discretion:

- 22 a. Terminate this Agreement, in which event the entire ARPA Grant amount as
23 well as any other monies advanced to GRANTEE by COUNTY under this
24 Agreement including administrative costs, shall immediately become due and
25 payable to COUNTY at the option of COUNTY.
- 26 b. Bring an action in equitable relief (1) seeking the specific performance by
27 GRANTEE of the terms and conditions of this Agreement, and/or (2)
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1 enjoining, abating, or preventing any violation of said terms and conditions,
2 and/or (3) seeking declaratory relief.

3 c. Enter the Project and take any remedial actions necessary in its judgment with
4 respect to hazardous materials that COUNTY deems necessary to comply with
5 hazardous materials laws or to render the Project suitable for occupancy, which
6 costs shall be due and payable by GRANTEE to COUNTY.

7 c. Pursue any and all other remedies allowed at law or in equity.

8 33. RESERVED.

9 34. GRANTEE'S WARRANTIES. GRANTEE represents and warrants (1) that it has
10 access to professional advice and support to the extent necessary to enable GRANTEE to fully
11 comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is
12 duly organized, validly existing and in good standing under the laws of the State of California,
13 (3) that it has the full power and authority to undertake the Project and to execute this
14 Agreement, (4) that the persons executing and delivering this Agreement are authorized to
15 execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE
16 nor any of its principals is presently debarred, suspended, proposed for debarment, declared
17 ineligible, or voluntarily excluded from participation in connection with the transaction
18 contemplated by this Agreement.

19 35. GRANTEE'S CERTIFICATION. GRANTEE certifies, to the best of its
20 knowledge and belief, that:

21 a. No federally appropriated funds have been paid or will be paid, by or on behalf
22 of the undersigned, to any person for influencing or attempting to influence an
23 officer or employee of any agency, a member of Congress, an officer or
24 employee of Congress, or an employee of a member of Congress in connection
25 with the awarding of any federal contract, the making of any federal grant, the
26 making of any federal loan, the entering into of any cooperative agreement, and
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1 the extension, continuation, review, amendment, or modification of any federal
2 contract, grant, loan, or cooperative agreement.

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

10 c. The undersigned shall require that the language of this certification be included
11 in the award documents for all sub-awards at all tiers (including subcontracts,
12 sub-grants, and contracts under grants, loans, and cooperative agreements) and
13 that GRANTEE shall certify and disclose accordingly. This certification is a
14 material representation of fact upon which reliance was placed when this
15 transaction was made or entered into.

16 36. HOLD HARMLESS AND INDEMNIFICATION. GRANTEE shall indemnify
17 and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special Districts and
18 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
19 officials, employees, agents and representatives (collectively the "Indemnified Parties") from any
20 liability whatsoever, based or asserted upon any services of GRANTEE, its officers, employees,
21 subcontractors, agents or representatives arising out of their performance under this Agreement,
22 including but not limited to property damage, bodily injury, or death or any other element of any
23 kind or nature whatsoever arising from the performance of GRANTEE, its officers, agents,
24 employees, subcontractors, agents or representatives under this Agreement. GRANTEE shall
25 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
26 investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts,
27 Special Districts and Departments, their respective directors, officers, Board of Supervisors,
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1 elected and appointed officials, employees, agents and representatives in any claim or action
2 based upon such alleged acts or omissions.

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

8 GRANTEE's obligation hereunder shall be satisfied when GRANTEE has provided to
9 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
10 or claim involved.

11 The specified insurance limits required in this Agreement shall in no way limit or
12 circumscribe GRANTEE's obligations to indemnify and hold harmless COUNTY herein from
13 third party claims.

14 In the event there is conflict between this clause and California Civil Code Section 2782,
15 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
16 relieve GRANTEE from indemnifying COUNTY to the fullest extent allowed by law.

17 GRANTEE's obligations set forth in this **Section 36** shall survive the expiration or earlier
18 termination of this Agreement.

19 37. TERMINATION.

20 a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement
21 of any ARPA Grant funds by COUNTY in accordance with the applicable
22 ARPA Rules.

23 b. COUNTY. Notwithstanding the provisions of **Section 37(a)**, COUNTY may
24 suspend or terminate this Agreement upon written notice to GRANTEE of the
25 action being taken and the reason for such action in the event one of the
26 following events occur:

1 (i) In the event GRANTEE fails to perform the covenants herein contained
2 at such times and in such manner as provided in this Agreement after
3 the applicable notice and cure provision hereof; or

4 (ii) In the event there is a conflict with any federal, state or local law,
5 ordinance, regulation or rule rendering any material provision, in the
6 judgment of COUNTY of this Agreement invalid or untenable; or

7 (iii) In the event the ARPA funding identified in **Section 1** above is
8 terminated or otherwise becomes unavailable.

9 c. This Agreement may be terminated or funding suspended in whole or in part
10 for cause. Cause shall be based on the failure of GRANTEE to materially
11 comply with either the terms or conditions of this Agreement after the
12 expiration of all applicable notice and cure provisions hereof. Upon suspension
13 of funding, GRANTEE agrees not to incur any costs related thereto, or
14 connected with, any area of conflict from which COUNTY has determined that
15 suspension of funds is necessary.

16 d. Upon expiration or earlier termination of this Agreement, GRANTEE shall
17 transfer to COUNTY any unexpended ARPA funds in its possession at the time
18 of expiration of the Agreement as well as any accounts receivable held by
19 GRANTEE which are attributable to the use of ARPA funds awarded pursuant
20 to this Agreement.

21 38. AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of its
22 successors and assigns, hereby declare their express intent that the restrictions set forth in this
23 Agreement shall continue in full force and effect for the duration of the Affordability Period (as
24 defined in **Section 14** above). Each and every contract, deed or other instrument hereafter
25 executed covering and conveying the Property or any portion thereof shall be held conclusively
26 to have been executed, delivered and accepted subject to such restrictions, regardless of whether
27 such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute
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1 and record as a lien against the Property, a Covenant Agreement, substantially conforming in
2 form and substance to the Covenant Agreement attached hereto as **Exhibit C** and incorporated
3 herein by this reference, setting forth the use and income restriction required in this Agreement.

4 39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is
5 filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY,
6 GRANTEE must, within twenty (20) calendar days of such filing or notification of service, either
7 pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by
8 delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY with
9 other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or
10 discharged.

11 40. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
12 entire agreement of the parties in relation to the subject matter hereof, and that no other agreement
13 or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at
14 the time of execution.

15 41. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
16 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
17 have the authority to execute this Agreement and warrant and represent that they have the
18 authority to bind the respective parties to this Agreement to the performance of its obligations
19 hereunder.

20 42. WAIVER. Failure by a party to insist upon the strict performance of any of the
21 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
22 the default of the other party, shall not constitute a waiver of such party's rights to insist and
23 demand strict compliance by the other party with the terms of this Agreement thereafter.

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

4 44. JURISDICTION AND VENUE. Any action at law or in equity arising under this
5 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
6 the validity of any provision of this Agreement shall be filed in the Superior Court of Riverside
7 County, State of California, and the parties hereto waive all provisions of law providing for the
8 filing, removal or change of venue to any other court or jurisdiction.

9 45. SEVERABILITY. Each paragraph and provision of this Agreement is severable
10 from each other provision, and if any provision or part thereof is declared invalid, the remaining
11 provisions shall nevertheless remain in full force and effect.

12 46. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized
13 to take such ministerial actions as may be necessary or appropriate to implement the terms,
14 provisions, and conditions of this Agreement as it may be amended from time to time by both
15 parties.

16 47. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it
17 in its best interest to change, modify or extend a term or condition of this Agreement, provided
18 such change, modification or extension is agreed to in writing by the other party. Any such
19 change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE
20 shall be incorporated in written amendments to this Agreement. Such amendments shall not
21 invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations
22 under this Agreement, except for those parts thereby amended. No amendment to this Agreement
23 shall be effective and binding upon the parties, unless it expressly makes reference to this
24 Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all
25 parties, and approved by the COUNTY.

1 48. CONDITIONAL COMMITMENT.

2 a. GRANTEE Completion. The Project must be completed no later than two (2)
3 years from the Effective Date of this Agreement (the "Completion Deadline").
4 If GRANTEE is unable to meet the condition as required by this **Section 48**
5 including Extension, then COUNTY and GRANTEE mutually agree that this
6 Agreement will self-terminate. Upon such termination, this Agreement shall
7 become null and void. COUNTY and GRANTEE shall be released and
8 discharged respectively from their obligations under this Agreement, except for
9 those provisions which by their terms survive termination. All costs incurred by
10 each party on the Project will be assumed respectively.

11 49. RESERVED.

12 50. RESERVED.

13 51. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits
14 attached hereto is incorporated herein by this reference.

15 52. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input
16 regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the
17 Project must make reference to the contribution of COUNTY in making the Project possible.
18 COUNTY's name shall be prominently displayed in all pieces of publicity generated by
19 GRANTEE, including flyers, press releases, posters, signs, brochures, and public service
20 announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated
21 publicity or promotional activities with respect to the Project.

22 53. NOTICES. All notices, requests, demands and other communication required or
23 desired to be served by either party upon the other shall be addressed to the respective parties as
24 set forth below or the such other addresses as from time to time shall be designated by the
25 respective parties and shall be sufficient if sent by United States first class, certified mail, postage
26 prepaid, or express delivery service with a receipt showing the date of delivery.

27 COUNTY
28 Director HWS

GRANTEE
 Co-Founder

1 County of Riverside
2 3403 10th Street, Suite 300
3 Riverside, CA 92501

Galilee Center, Inc.
66101 Hammond Road
Mecca, CA 92254

4 54. COUNTERPARTS. This Agreement may be signed by the different parties hereto
5 in counterparts, each of which shall be an original but all of which together shall constitute one
6 and the same agreement.

7 55. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
8 execute the Agreement (“Effective Date”). If the parties execute the Agreement on more than one
9 date, then the last date the Agreement is executed by a party shall be the Effective Date.

10 56. FURTHER ASSURANCES. GRANTEE shall execute any further documents
11 consistent with the terms of this Agreement, including documents in recordable form, as the
12 COUNTY may from time to time find necessary or appropriate to effectuate its purposes in
13 entering into this Agreement.

14 57. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member,
15 official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or
16 any successor in interest, in the event of any default or breach by the COUNTY or for any amount
17 which may become due to the GRANTEE or to its successor, or on any obligations under the
18 terms of this Agreement.

19 58. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

- 20 a. The language in all parts of this Agreement shall in all cases be construed
21 simply, as a whole and in accordance with its fair meaning and not strictly for
22 or against any party. The parties hereto acknowledge and agree that this
23 Agreement has been prepared jointly by the parties and has been the subject of
24 arm’s length and careful negotiation over a considerable period of time, that
25 each party has been given the opportunity to independently review this
26 Agreement with legal counsel, and that each party has the requisite experience
27 and sophistication to understand, interpret, and agree to the particular language
28 of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute

1 regarding the interpretation of this Agreement, this Agreement shall not be
2 interpreted or construed against the party preparing it, and instead other rules
3 of interpretation and construction shall be utilized.

4 b. If any term or provision of this Agreement, the deletion of which would not
5 adversely affect the receipt of any material benefit by any party hereunder, shall
6 be held by a court of competent jurisdiction to be invalid or unenforceable, the
7 remainder of this Agreement shall not be affected thereby and each other term
8 and provision of this Agreement shall be valid and enforceable to the fullest
9 extent permitted by law. It is the intention of the parties hereto that in lieu of
10 each clause or provision of this Agreement that is illegal, invalid, or
11 unenforceable, there be added as a part of this Agreement an enforceable clause
12 or provision as similar in terms to such illegal, invalid, or unenforceable clause
13 or provision as may be possible.

14 c. The captions of the articles, sections, and subsections herein are inserted solely
15 for convenience and under no circumstances are they or any of them to be
16 treated or construed as part of this instrument.

17 d. References in this instrument to this Agreement mean, refer to and include this
18 instrument as well as any riders, exhibits, addenda and attachments hereto
19 (which are hereby incorporated herein by this reference) or other documents
20 expressly incorporated by reference in this instrument. Any references to any
21 covenant, condition, obligation, and/or undertaking "herein," "hereunder," or
22 "pursuant hereto" (or language of like import) means, refer to, and include the
23 covenants, obligations, and undertakings existing pursuant to this instrument
24 and any riders, exhibits, addenda, and attachments or other documents affixed
25 to or expressly incorporated by reference in this instrument.

26 e. As used in this Agreement, and as the context may require, the singular includes
27 the plural and vice versa, and the masculine gender includes the feminine and
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vice versa.

59. TIME OF ESSENCE. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

60. 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.

61. 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 GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

62. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

- a. This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.
- b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.
- c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY or the GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of the COUNTY and the GRANTEE. This Agreement and any provisions hereof may be amended by mutual written agreement by the GRANTEE and the COUNTY.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as of the dates written below.

COUNTY:

GRANTEE:

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

Galilee Center, Inc.
a California nonprofit public benefit corporation

By: Heidi Marshall
Heidi Marshall, Director HWS

By: Gloria Gomez
Gloria Gomez, CEO/Co-Founder

Date: 10/2/2023

Date: 9/5/2023

(Above signatures need to be notarized)

SEE
ATTACHED
2

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

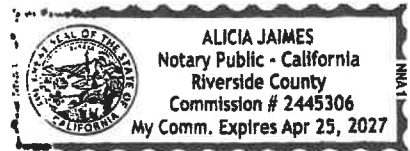
On October 2, 2023 before me, Alicia Jaimes, Notary Public
(insert name and title of the officer)

personally appeared Heidi Marshall,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Alicia Jaimes* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On September 5 2023, before me, Rebecca Louise Mata, NOTARY PUBLIC, personally appeared Gloria Gomez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

(Signature of Notary Public)

PLACE NOTARY SEAL ABOVE

EXHIBIT “A”

Grantee: Galilee Center, Inc.
Address: 66101 Hammond Road, Mecca, CA 92254
Project Title: Galilee Center, Inc. Expansion
Location: 66101 Hammond Road, APNs 727-185-004, 727-185-003, and 727-272-012

Project Description:

GRANTEE is proposing to utilize \$1,000,000 in ARPA funds to pay a portion of the costs to expand the Galilee Center, improvements include the addition of a 6,500 square foot emergency shelter; the new building will feature two separate dormitory type rooms for male and female clients and will double the sleep number capacity for overnight stays from 75 beds to approximately 150 beds. Other improvements include kitchen remodel to serve more meals; the community room will no longer act as shelter and will be use as originally intended for community dining, special events, and cooling center (collectively, the “Project”). The Project will provide transitional housing and wrap around services to homeless individuals or individuals at risk of homelessness or experiencing housing insecurity (“Qualified Population”). All around the facility, concrete slabs will be replaced with new concrete.

The Project will be located at 66101 Hammond Road in Mecca, CA 92254, also known as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012 (“Property”).

The shelter expansion will enable the provision of enhanced services. Dormitory space for men, dormitory space for women, an existing laundry facility where clients can wash their clothing, semi-private shower stalls and restrooms for men and women. Three hot meals will be provided for people staying in the shelter. A children’s area will allow a dedicated space for children to play under the supervision of their parents.

Legal Description of Property:

Lot 1-Recorded Book/page: PM103/42
Subdivision Name: PM 17118
Lot/Parcel: 1, Block: Not Available
Por. Tract Number: Not Available
APN: 727-272-012

Lot 2-Recorded Book/page: PM103/042
Subdivision Name: PM 17118
Lot/Parcel: 1, Block: Not Available
Por. Tract Number: Not Available
APN: 727-185-004

Lot 3- 2.43 ACRES M/L IN POR SW 1/4 OF SEC 8 T7S R9E FOR TOTAL DESCRIPTION SEE ASSESSORS
MAPS TownshipN 7 Acres 002.43 M/L Section 08 Portion 1/4 Range 09 PortionDirection S
RangeDirection E
APN: 727-185-003

Permanent Funding Sources:

Galilee Center, Inc. Donations	\$3,098,036
County UCI Grant	\$500,000
County ARPA Grant	<u>\$1,000,000</u>
Total Sources	\$4,598,036

EXHIBIT “A-1”

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. County Permit Approval	August 1, 2023
2. ARPA Grant Close	August 30, 2023
3. Construction Start Deadline	August 30, 2023
4. Completion of Galilee Center Expansion	January 25, 2024
5. Galilee Center Expansion Open to the Public	February 1, 2024

EXHIBIT "B"

Prohibition Against Conflicts of Interest

Community Development Block Grant
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY
Housing & Workforce Solutions
DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.

- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT “C”

Covenant Agreement

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COVENANT AGREEMENT

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and GALILEE CENTER, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION (“OWNER”).

RECITALS

WHEREAS, OWNER has a leasehold interest in that certain real property located at 66101 Hammond Road, Mecca, CA 92254 in the County of Riverside, also identified as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”);

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2023 (the “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, the expansion of the Galilee Center, to provide transitional housing and wrap around services to homeless individuals or individuals at risk of homelessness, or experiencing housing insecurity. The proposed development is to provide up to eighty (80) beds of transitional housing and wrap around services to promote self-sufficiency (collectively, the “Project”);

WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-Assisted Units”) in which for homeless individuals or individuals at risk of homelessness whose incomes do not exceed 30% of the area median income for the County of Riverside at the time of initial occupancy (“ARPA-Assisted Units”). Capitalized terms not defined herein shall have the meaning ascribed to them in the ARPA Grant Agreement;

WHEREAS, the County is providing funding under the American Rescue Plan Act of 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and

1 chronically homeless households;

2 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER One
3 Million Dollars (\$1,000,000.00) derived from SLFRF funds (“ARPA Grant”), to pay for a portion
4 of the rehabilitation expenses of the Project, as more fully described in the ARPA Grant
5 Agreement;

6 WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021
7 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein
8 after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive
9 housing to homeless and chronically homeless households;

10 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
11 ARPA; and

12 WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete the
13 Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals
14 consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as set forth more
15 specifically below.

16 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for
17 other good and valuable consideration, the receipt and sufficiency of which are hereby
18 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in
19 interest to the Property or any part thereof, hereby declares as follows:

20 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
21 herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years
22 from the date of execution of the Covenant Agreement, or (ii) July 1, 2079 (“Term” or
23 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
24 conveyed, subject to the following covenants, conditions, and restrictions:

- 25 i) All the beds at the Project shall be restricted as ARPA-Assisted Units provided
26 to homeless individuals or individuals at risk of homelessness whose incomes
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1 do not exceed 30% of the area median income for the County of Riverside, at
2 the time of initial occupancy.

3 ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this
4 Covenant and any other instrument secured against the Property.

5 2) RESERVED.

6 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
7 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
8 comply with all federal, state and local laws, regulations and ordinances., including, but not limited
9 to the following:

10 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
11 “ARPA Funds”).

12 b) Other Federal requirements and nondiscrimination. As set forth in the
13 ARPA Rules and the ARPA Grant Agreement.

14 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
15 successors, assigns, and each successor in interest to the Property and Project or any part thereof
16 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
17 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
18 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and
19 sound condition (or better) as the condition of the Property at the time of execution of the Covenant
20 Agreement, reasonable wear and tear excepted. This standard for the quality of maintenance of
21 the Property shall be met whether or not a specific item of maintenance is listed below. However,
22 representative items of maintenance shall include frequent and regular inspection for graffiti or
23 damage or deterioration or failure, and immediate repainting or repair or replacement of all
24 surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal
25 of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and
26 washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy

1 and attractive condition, including trimming, fertilizing and replacing vegetation as necessary;
2 cleaning windows on a regular basis; painting the buildings on a regular program and prior to the
3 deterioration of the painted surfaces; conducting a roof inspection on a regular basis and
4 maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in
5 good working order. In the event OWNER, its successors or assigns fails to maintain the Property
6 in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall
7 have the right but not the obligation to enter the Property upon reasonable notice to OWNER,
8 correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
9 thereof, and such cost, until paid, shall constitute a lien on the Property.

10 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender,
11 religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection,
12 hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting
13 opportunities. OWNER understands and agrees that violation of this clause shall be considered a
14 material breach of this Lease and may result in termination, debarment or other sanctions. This
15 language shall be incorporated into all contracts between OWNER and any contractor, consultant,
16 subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions
17 of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),
18 the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and
19 Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

20 6) OWNER herein covenants by and for itself, its successors and assigns, and all persons
21 claiming under or through them, that this Covenant is made and accepted upon and subject to the
22 following conditions: There shall be no discrimination against or segregation of any person or
23 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
24 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
25 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
26 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
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1 the transferee itself or any person claiming under or through him or her, establish or permit any
2 such practice or practices of discrimination or segregation with reference to the selection, location,
3 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

4 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
5 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
6 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
7 contract entered into with respect to the Property, or any portion thereof, after the date of this
8 Agreement shall contain or be subject to substantially the following nondiscrimination or
9 nonsegregation clauses:

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

21 b) In leases: "The lessee herein covenants by and for himself or herself, his or her
22 heirs, executors, administrators, and assigns, and all persons claiming under or through him or her,
23 and this lease is made and accepted upon and subject to the following conditions: That there shall
24 be no discrimination against or segregation of any person or group of persons, on account of any
25 basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
26 defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
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1 Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing,
2 transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee
3 himself or herself, or any person claiming under or through him or her, establish or permit any
4 such practice or practices of discrimination or segregation with reference to the selection, location,
5 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises
6 herein leased.”

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

16 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
17 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
18 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
19 defending any discrimination claim brought by any third party and/or local, state or federal
20 government entity, arising out of or in connection with the Agreement or this Covenant.

21 8) INSURANCE. Without limiting or diminishing OWNER’s obligation to indemnify or
22 hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its
23 sole cost and expense, the following insurance coverage’s during the term of this Covenant.

24 a) Worker’s Compensation Insurance. If OWNER has employees as defined
25 by the State of California, OWNER shall maintain statutory Workers’ Compensation Insurance
26 (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’
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1 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
2 person per accident. The policy shall be endorsed to waive subrogation in favor of the County of
3 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4 b) Commercial General Liability Insurance. Commercial General Liability
5 insurance coverage, including but not limited to, premises liability, contractual liability, products
6 and completed operations liability, personal and advertising injury, and cross liability coverage,
7 covering claims which may arise from or out of OWNER's performance of its obligations
8 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
9 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
10 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall
11 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
12 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
13 the occurrence limit.

14 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
15 performance of the obligations under this Covenant, then OWNER shall maintain liability
16 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
17 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
18 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
20 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
21 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
22 coverage approved by County's Risk Manager ("Risk Manager").

23 d) General Insurance Provisions – All Lines.

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

3 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
4 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
5 have the prior written consent of Risk Manager. Upon notification of self-insured retention
6 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
7 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
8 of losses and related investigations, claims administration, and defense costs and expenses.

9 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
10 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
11 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
12 provide copies of policies including all Endorsements and all attachments thereto, showing such
13 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
14 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
15 to the County of Riverside prior to any material modification, cancellation, expiration or reduction
16 in coverage of such insurance. OWNER shall not continue operations until COUNTY has been
17 furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of
18 policies of insurance including all endorsements and any and all other attachments as required
19 herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the
20 original endorsements for each policy and the Certificate of Insurance.

21 (4) It is understood and agreed to by the parties hereto that OWNER's
22 insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles
23 and/or self-insured retentions or self-insured programs shall not be construed as contributory.

24 (5) If, during the term of this Covenant or any extension thereof, there is a
25 material change in the scope of services or there is a material change in the equipment to be used
26 in the performance of the scope of work which will add additional exposures (such as the use of
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1 aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance
2 required under this Covenant and the monetary limits of liability for the insurance coverage's
3 currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of
4 insurance carried by OWNER has become inadequate.

5 (6) OWNER shall pass down the insurance obligations contained herein to
6 all tiers of subcontractors.

7 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
8 party or any incident or event that may give rise to a claim arising from the performance of the
9 Agreement.

10 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
11 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
12 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
13 agents and representatives (individually and collectively hereinafter referred to as Indemnitees)
14 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
15 employees, subcontractors, agents or representatives arising out of or in any way relating to this
16 Agreement, including but not limited to property damage, bodily injury, or death or any other
17 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
18 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER
19 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
20 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
21 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
22 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
23 shall have the right to adjust, settle, or compromise any such action or claim without the prior
24 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
25 no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnitees as set
26 forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to
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1 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
2 or claim involved. The specified insurance limits required in this Agreement shall in no way limit
3 or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein
4 from third party claims. In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
6 shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law.
7 The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination
8 of this Covenant.

9 10) NOTICES. All Notices provided for in this Covenant shall be deemed received when
10 personally delivered, or two (2) days following mailing by certified mail, return receipt requested.
11 All mailing shall be addressed to the respective parties at their addresses set forth below, or at such
12 other address as each party may designate in writing and give to the other party:

13 COUNTY
14 Director HWS
15 County of Riverside
16 3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE
Co-Founder
Galilee Center, Inc.
66101 Hammond Road
Mecca, CA 92254

17 11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such
18 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions
19 at law or suit in equity or other proper proceedings to enforce the curing of such breach of
20 agreement or covenant.

21 12) TERM. The non-discrimination covenants, conditions and restrictions contained in
22 **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant,
23 condition and restriction contained in this Covenant shall continue in full force and effect for the
24 Term, as defined in **Section 1** of this Covenant.

25 13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder,
26 the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any
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1 monetary default shall be cured within ten (10) days of delivery of written notice. Except as
2 otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
3 thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
4 cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
5 reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and
6 OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in
7 good faith works to effect a cure as soon as possible, then OWNER shall have such additional time
8 as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY;
9 but in no event no later than sixty (60) days from delivery of such notice of default, subject to force
10 majeure.

11 14) If a violation of any of the covenants or provisions of this Covenant remains uncured
12 after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns,
13 without regard to whether COUNTY or its successors and assigns is an owner of any land or
14 interest therein to which these covenants relate, may institute and prosecute any proceedings at
15 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel
16 specific performance by OWNER of its obligations hereunder. No delay in enforcing the
17 provisions hereof as to any breach or violation shall impair, damage or waive the right of any party
18 entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation
19 or repetition of such breach or violations or any similar breach or violation hereof at any later time.

20 15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same
21 basis as if tendered by OWNER.

22 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.
23 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the
24 Project, the Property or any portion thereof, without obtaining the prior written consent of
25 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall
26 be memorialized an assignment and assumption agreement the form and substance of which have
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1 been first approved in writing by the COUNTY in its sole discretion. Such assignment and
2 assumption agreement shall, among other things, provide that the transferee has assumed in writing
3 and in full, and is reasonably capable of performing and complying with OWNER's duties and
4 obligations under the ARPA Grant Agreement and this Covenant, provided, however OWNER
5 shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

6 17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified
7 only by a written amendment signed by authorized representatives of both parties.

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

15 19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure
16 to the benefit of the respective heirs, successors and assigns of the parties.

17 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
18 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
19 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
20 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
21 first approved in writing by the COUNTY (each, a "Permitted Lender") and nothing herein or in
22 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender's
23 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
24 subsequent transfer thereafter.

25 21) SEVERABILITY. In any event that any provision, whether constituting a separate
26 paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be
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1 void and unenforceable, it shall be deemed separated and deleted from the agreement and the
2 remaining provisions of this Agreement shall remain in full force and effect.

3 22) PROJECT MONITORING AND EVALUATION.

4 a) Reserved.

5 b) Inspections. During the Affordability Period, COUNTY must perform on-
6 site inspections of ARPA-Assisted Units to determine compliance with the property standards.
7 The on-site inspections shall occur within 12 months after execution of the Covenant Agreement
8 and at least once every 3 years thereafter during the Affordability Period. If there are observed
9 deficiencies for any of the inspectable items in the property standards established by COUNTY,
10 a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12
11 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be
12 verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection.
13 Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more
14 frequent inspection schedule for properties that have been found to have health and safety
15 deficiencies. The OWNER must annually certify to the COUNTY that each building and all
16 ARPA-Assisted Units in the project are suitable for occupancy, taking into account State and local
17 health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property
18 standards established by the participating jurisdiction. Inspections must be based on a statistically
19 valid sample of units appropriate for the size of the COUNTY ARPA-Assisted Project, as set
20 forth by HUD through notice.

21 23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or
22 State awarding agencies shall have the right of access to the Property; upon 24 hours' written
23 notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the Federal
24 or State awarding agency shall provide such notice as may be practical under the circumstances),
25 without charges or fees, during normal business hours to review the operation of the Project in
26 accordance with this Covenant and the ARPA Grant Agreement.

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:

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

GRANTEE:

GALILEE CENTER, INC.
a California a California nonprofit public benefit corporation

By: _____
Heidi Marshall, Director HWS

By: _____
Gloria Gomez, Co-Founder

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 1-Recorded Book/page: PM103/42
Subdivision Name: PM 17118
Lot/Parcel: 1, Block:Not Available
Por. Tract Number: Not Available
APN: 727-272-012

Lot 2-Recorded Book/page: PM103/042
Subdivision Name: PM 17118
Lot/Parcel: 1, Block: Not Available
Por. Tract Number: Not Available
APN: 727-185-004

Lot 3- 2.43 ACRES M/L IN POR SW 1/4 OF SEC 8 T7S R9E FOR TOTAL DESCRIPTION SEE ASSESSORS
MAPS TownshipN 7 Acres 002.43 M/L Section 08 Portion 1/4 Range 09 PortionDirection S
RangeDirection E
APN: 727-185-003

EXHIBIT “D”

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

- STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>
- STEP 2: Under “Search Records”, enter the company name and press enter.
- STEP 3: Click “Print” on the Search Results page.
- STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).
- STEP 5: Attach print out of search results to this certification as supporting documentation.
- STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

DEVELOPER SIGNATURE

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COVENANT AGREEMENT

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and GALILEE CENTER, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION (“OWNER”).

RECITALS

WHEREAS, OWNER has a leasehold interest in that certain real property located at 66101 Hammond Road, Mecca, CA 92254 in the County of Riverside, also identified as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”);

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2023 (the “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, the expansion of the Galilee Center, to provide transitional housing and wrap around services to homeless individuals or individuals at risk of homelessness, or experiencing housing insecurity. The proposed development is to provide up to eighty (80) beds of transitional housing and wrap around services to promote self-sufficiency (collectively, the “Project”);

WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-Assisted Units”) in which for homeless individuals or individuals at risk of homelessness whose incomes do not exceed 30% of the area median income for the County of Riverside at the time of initial occupancy (“ARPA-Assisted Units”). Capitalized terms not defined herein shall have the meaning ascribed to them in the ARPA Grant Agreement;

WHEREAS, the County is providing funding under the American Rescue Plan Act of 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and

1 chronically homeless households;

2 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER One
3 Million Dollars (\$1,000,000.00) derived from SLFRF funds (“ARPA Grant”), to pay for a portion
4 of the rehabilitation expenses of the Project, as more fully described in the ARPA Grant
5 Agreement;

6 WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021
7 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein
8 after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive
9 housing to homeless and chronically homeless households;

10 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
11 ARPA; and

12 WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete the
13 Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals
14 consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as set forth more
15 specifically below.

16 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for
17 other good and valuable consideration, the receipt and sufficiency of which are hereby
18 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in
19 interest to the Property or any part thereof, hereby declares as follows:

20 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
21 herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years
22 from the date of execution of the Covenant Agreement, or (ii) July 1, 2079 (“Term” or
23 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
24 conveyed, subject to the following covenants, conditions, and restrictions:

- 25 i) All the beds at the Project shall be restricted as ARPA-Assisted Units provided
26 to homeless individuals or individuals at risk of homelessness whose incomes
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1 do not exceed 30% of the area median income for the County of Riverside, at
2 the time of initial occupancy.

3 ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this
4 Covenant and any other instrument secured against the Property.

5 2) RESERVED.

6 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
7 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
8 comply with all federal, state and local laws, regulations and ordinances., including, but not limited
9 to the following:

10 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
11 “ARPA Funds”).

12 b) Other Federal requirements and nondiscrimination. As set forth in the
13 ARPA Rules and the ARPA Grant Agreement.

14 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
15 successors, assigns, and each successor in interest to the Property and Project or any part thereof
16 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
17 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
18 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and
19 sound condition (or better) as the condition of the Property at the time of execution of the Covenant
20 Agreement, reasonable wear and tear excepted. This standard for the quality of maintenance of
21 the Property shall be met whether or not a specific item of maintenance is listed below. However,
22 representative items of maintenance shall include frequent and regular inspection for graffiti or
23 damage or deterioration or failure, and immediate repainting or repair or replacement of all
24 surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal
25 of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and
26 washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy

1 and attractive condition, including trimming, fertilizing and replacing vegetation as necessary;
2 cleaning windows on a regular basis; painting the buildings on a regular program and prior to the
3 deterioration of the painted surfaces; conducting a roof inspection on a regular basis and
4 maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in
5 good working order. In the event OWNER, its successors or assigns fails to maintain the Property
6 in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall
7 have the right but not the obligation to enter the Property upon reasonable notice to OWNER,
8 correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
9 thereof, and such cost, until paid, shall constitute a lien on the Property.

10 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender,
11 religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection,
12 hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting
13 opportunities. OWNER understands and agrees that violation of this clause shall be considered a
14 material breach of this Lease and may result in termination, debarment or other sanctions. This
15 language shall be incorporated into all contracts between OWNER and any contractor, consultant,
16 subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions
17 of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),
18 the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and
19 Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

20 6) OWNER herein covenants by and for itself, its successors and assigns, and all persons
21 claiming under or through them, that this Covenant is made and accepted upon and subject to the
22 following conditions: There shall be no discrimination against or segregation of any person or
23 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
24 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
25 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
26 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
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1 the transferee itself or any person claiming under or through him or her, establish or permit any
2 such practice or practices of discrimination or segregation with reference to the selection, location,
3 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

4 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
5 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
6 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
7 contract entered into with respect to the Property, or any portion thereof, after the date of this
8 Agreement shall contain or be subject to substantially the following nondiscrimination or
9 nonsegregation clauses:

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

21 b) In leases: "The lessee herein covenants by and for himself or herself, his or her
22 heirs, executors, administrators, and assigns, and all persons claiming under or through him or her,
23 and this lease is made and accepted upon and subject to the following conditions: That there shall
24 be no discrimination against or segregation of any person or group of persons, on account of any
25 basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
26 defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of

1 Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing,
2 transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee
3 himself or herself, or any person claiming under or through him or her, establish or permit any
4 such practice or practices of discrimination or segregation with reference to the selection, location,
5 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises
6 herein leased.”

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

16 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
17 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
18 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
19 defending any discrimination claim brought by any third party and/or local, state or federal
20 government entity, arising out of or in connection with the Agreement or this Covenant.

21 8) INSURANCE. Without limiting or diminishing OWNER’s obligation to indemnify or
22 hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its
23 sole cost and expense, the following insurance coverage’s during the term of this Covenant.

24 a) Worker’s Compensation Insurance. If OWNER has employees as defined
25 by the State of California, OWNER shall maintain statutory Workers’ Compensation Insurance
26 (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’
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1 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
2 person per accident. The policy shall be endorsed to waive subrogation in favor of the County of
3 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4 b) Commercial General Liability Insurance. Commercial General Liability
5 insurance coverage, including but not limited to, premises liability, contractual liability, products
6 and completed operations liability, personal and advertising injury, and cross liability coverage,
7 covering claims which may arise from or out of OWNER's performance of its obligations
8 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
9 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
10 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall
11 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
12 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
13 the occurrence limit.

14 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
15 performance of the obligations under this Covenant, then OWNER shall maintain liability
16 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
17 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
18 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
20 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
21 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
22 coverage approved by County's Risk Manager ("Risk Manager").

23 d) General Insurance Provisions – All Lines.

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

3 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
4 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
5 have the prior written consent of Risk Manager. Upon notification of self-insured retention
6 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
7 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
8 of losses and related investigations, claims administration, and defense costs and expenses.

9 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
10 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
11 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
12 provide copies of policies including all Endorsements and all attachments thereto, showing such
13 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
14 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
15 to the County of Riverside prior to any material modification, cancellation, expiration or reduction
16 in coverage of such insurance. OWNER shall not continue operations until COUNTY has been
17 furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of
18 policies of insurance including all endorsements and any and all other attachments as required
19 herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the
20 original endorsements for each policy and the Certificate of Insurance.

21 (4) It is understood and agreed to by the parties hereto that OWNER's
22 insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles
23 and/or self-insured retentions or self-insured programs shall not be construed as contributory.

24 (5) If, during the term of this Covenant or any extension thereof, there is a
25 material change in the scope of services or there is a material change in the equipment to be used
26 in the performance of the scope of work which will add additional exposures (such as the use of
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1 aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance
2 required under this Covenant and the monetary limits of liability for the insurance coverage's
3 currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of
4 insurance carried by OWNER has become inadequate.

5 (6) OWNER shall pass down the insurance obligations contained herein to
6 all tiers of subcontractors.

7 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
8 party or any incident or event that may give rise to a claim arising from the performance of the
9 Agreement.

10 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
11 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
12 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
13 agents and representatives (individually and collectively hereinafter referred to as Indemnitees)
14 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
15 employees, subcontractors, agents or representatives arising out of or in any way relating to this
16 Agreement, including but not limited to property damage, bodily injury, or death or any other
17 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
18 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER
19 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
20 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
21 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
22 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
23 shall have the right to adjust, settle, or compromise any such action or claim without the prior
24 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
25 no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnitees as set
26 forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to
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1 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
2 or claim involved. The specified insurance limits required in this Agreement shall in no way limit
3 or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein
4 from third party claims. In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
6 shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law.
7 The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination
8 of this Covenant.

9 10) NOTICES. All Notices provided for in this Covenant shall be deemed received when
10 personally delivered, or two (2) days following mailing by certified mail, return receipt requested.
11 All mailing shall be addressed to the respective parties at their addresses set forth below, or at such
12 other address as each party may designate in writing and give to the other party:

13	<u>COUNTY</u>	<u>GRANTEE</u>
14	Director HWS	Co-Founder
15	County of Riverside	Galilee Center, Inc.
16	3403 10 th Street, Suite 300	66101 Hammond Road
	Riverside, CA 92501	Mecca, CA 92254

17 11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such
18 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions
19 at law or suit in equity or other proper proceedings to enforce the curing of such breach of
20 agreement or covenant.

21 12) TERM. The non-discrimination covenants, conditions and restrictions contained in
22 **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant,
23 condition and restriction contained in this Covenant shall continue in full force and effect for the
24 Term, as defined in **Section 1** of this Covenant.

25 13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder,
26 the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any
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1 monetary default shall be cured within ten (10) days of delivery of written notice. Except as
2 otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
3 thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
4 cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
5 reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and
6 OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in
7 good faith works to effect a cure as soon as possible, then OWNER shall have such additional time
8 as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY;
9 but in no event no later than sixty (60) days from delivery of such notice of default, subject to force
10 majeure.

11 14) If a violation of any of the covenants or provisions of this Covenant remains uncured
12 after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns,
13 without regard to whether COUNTY or its successors and assigns is an owner of any land or
14 interest therein to which these covenants relate, may institute and prosecute any proceedings at
15 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel
16 specific performance by OWNER of its obligations hereunder. No delay in enforcing the
17 provisions hereof as to any breach or violation shall impair, damage or waive the right of any party
18 entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation
19 or repetition of such breach or violations or any similar breach or violation hereof at any later time.

20 15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same
21 basis as if tendered by OWNER.

22 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.
23 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the
24 Project, the Property or any portion thereof, without obtaining the prior written consent of
25 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall
26 be memorialized an assignment and assumption agreement the form and substance of which have
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1 been first approved in writing by the COUNTY in its sole discretion. Such assignment and
2 assumption agreement shall, among other things, provide that the transferee has assumed in writing
3 and in full, and is reasonably capable of performing and complying with OWNER's duties and
4 obligations under the ARPA Grant Agreement and this Covenant, provided, however OWNER
5 shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

6 17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified
7 only by a written amendment signed by authorized representatives of both parties.

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

15 19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure
16 to the benefit of the respective heirs, successors and assigns of the parties.

17 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
18 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
19 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
20 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
21 first approved in writing by the COUNTY (each, a "Permitted Lender") and nothing herein or in
22 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender's
23 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
24 subsequent transfer thereafter.

25 21) SEVERABILITY. In any event that any provision, whether constituting a separate
26 paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be
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1 void and unenforceable, it shall be deemed separated and deleted from the agreement and the
2 remaining provisions of this Agreement shall remain in full force and effect.

3 22) PROJECT MONITORING AND EVALUATION.

4 a) Reserved.

5 b) Inspections. During the Affordability Period, COUNTY must perform on-
6 site inspections of ARPA-Assisted Units to determine compliance with the property standards.
7 The on-site inspections shall occur within 12 months after execution of the Covenant Agreement
8 and at least once every 3 years thereafter during the Affordability Period. If there are observed
9 deficiencies for any of the inspectable items in the property standards established by COUNTY,
10 a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12
11 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be
12 verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection.
13 Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more
14 frequent inspection schedule for properties that have been found to have health and safety
15 deficiencies. The OWNER must annually certify to the COUNTY that each building and all
16 ARPA-Assisted Units in the project are suitable for occupancy, taking into account State and local
17 health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property
18 standards established by the participating jurisdiction. Inspections must be based on a statistically
19 valid sample of units appropriate for the size of the COUNTY ARPA-Assisted Project, as set
20 forth by HUD through notice.

21 23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or
22 State awarding agencies shall have the right of access to the Property, upon 24 hours' written
23 notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the Federal
24 or State awarding agency shall provide such notice as may be practical under the circumstances),
25 without charges or fees, during normal business hours to review the operation of the Project in
26 accordance with this Covenant and the ARPA Grant Agreement.

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

4 25) Recitals. The Recitals set forth above are true and correct and incorporated herein by
5 this reference.

6 26) This Covenant and the ARPA Grant Agreement set forth and contain the entire
7 understanding and agreement of the parties hereto. There are no oral or written representations,
8 understandings, or ancillary covenants, undertakings or agreements, which are not contained or
9 expressly referred to within this Covenant, and the ARPA Grant Agreement, including all
10 amendments and modifications to the Agreement.

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[Remainder of Page Intentionally Blank]
[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:

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

GRANTEE:

GALILEE CENTER, INC.
a California a California nonprofit public benefit corporation

By: Heidi Marshall
Heidi Marshall, Director HWS

By: Gloria Gomez
Gloria Gomez, Co-Founder

Date: 10/2/2023

Date: 9/5/2023

SEE ATTACHED *2*

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

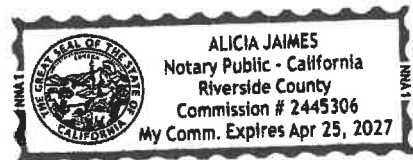
On October 2, 2023 before me, Alicia Jaimes, Notary Public
(insert name and title of the officer)

personally appeared Heidi Marshall
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alicia Jaimes (Seal)



(COUNTY and OWNER signatures need to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

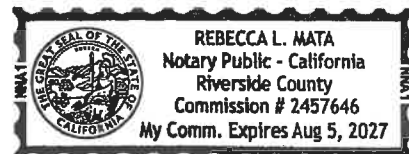
County of Riverside

On September 5 2023, before me, Rebecca Louise Mata, NOTARY PUBLIC, personally appeared Gloria Gomez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature



(Signature of Notary Public)

PLACE NOTARY SEAL ABOVE

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 1-Recorded Book/page: PM103/42
Subdivision Name: PM 17118
Lot/Parcel: 1, Block:Not Available
Por. Tract Number: Not Available
APN: 727-272-012

Lot 2-Recorded Book/page: PM103/042
Subdivision Name: PM 17118
Lot/Parcel: 1, Block: Not Available
Por. Tract Number: Not Available
APN: 727-185-004

Lot 3- 2.43 ACRES M/L IN POR SW 1/4 OF SEC 8 T7S R9E FOR TOTAL DESCRIPTION SEE ASSESSORS
MAPS TownshipN 7 Acres 002.43 M/L Section 08 Portion 1/4 Range 09 PortionDirection S
RangeDirection E
APN: 727-185-003

EXHIBIT “D”

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

- STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>
- STEP 2: Under “Search Records”, enter the company name and press enter.
- STEP 3: Click “Print” on the Search Results page.
- STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).
- STEP 5: Attach print out of search results to this certification as supporting documentation.
- STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

DEVELOPER SIGNATURE