

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



ITEM: 3.26
(ID # 23386)

MEETING DATE:
Tuesday, January 09, 2024


FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Form of Grant Agreement for the Use of the Allocation from the Unincorporated Communities Initiative Funds with Galilee Center, Inc., for a Grant Amount Not to Exceed \$500,000 and the Form of the Covenant Agreement; District 4. [\$500,000 – 100% Unincorporated Communities Initiative Funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Forms of Grant Agreement and Covenant Agreement for the Use of Unincorporated Communities Initiative Funds with Galilee Center, Inc. for a grant amount not to exceed \$500,000;
2. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, on behalf of the County of Riverside, to execute a Grant Agreement and Covenant Agreement, each substantially conforming in form and substance to the attached Grant Agreement and Covenant Agreement, subject to approval as to form by County Counsel;
3. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Grant Agreement including, but not limited to, signing amendments and any subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and
4. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

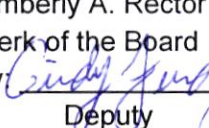
ACTION: Policy, 4/5 Vote Required


Heidi Marshall, Director 11/8/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 9, 2024
xc: HWS

Kimberly A. Rector
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$500,000	\$ 0	\$500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Unincorporated Communities Initiative Funds (100%)			Budget Adjustment: Yes	
			For Fiscal Year: 2023/2024	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 17, 2020 (Minute Order 3.36), the Riverside County Board of Supervisors (Board) directed the Executive Office to implement an Unincorporated Communities Initiative (UCI). The UCI is a focused, ongoing, and coordinated effort to improve the infrastructure and services provided to the residents of unincorporated communities, with emphasis on Disadvantaged Unincorporated Communities (DUCs). The program is funded through the Unincorporated Communities Fund (UCF). The UCF receives authorized General Fund/Net County Cost (NCC) monies from the County during the annual budget and quarterly budget revision process.

On June 27, 2023 (Minute Order 3.102), the Board approved \$500,000 in Unincorporated Communities Initiative (UCI) funds to pay a portion of a 6,500 square foot expansion of the Galilee Center. The expansion of the emergency shelter will include a new building featuring 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 (Project), a total increase of 36% for shelter bed capacity throughout the County. 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. In addition to the \$500,000 UCI grant, on August 29, 2023 (Minute Order 3.36), the Board approved a commitment of \$1,000,000 in American Rescue Plan Act (ARPA) grant funds to further support this expansion.

The County will monitor the performance of the Galilee Center expansion against goals and performance standards outlined in the Grant Agreement. As per the Grant Agreement, the Galilee Center will be obligated to provide the County with adequate financial, project, and performance documentation as needed for audit purposes.

Staff recommends that the Board approve the forms of the Grant Agreement and Covenant Agreement, and authorize the Director of HWS, or designee, to execute the agreements on behalf of the County. County Counsel has reviewed and approved as to form the attached forms of the Grant Agreement and Covenant Agreement.

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

Impact on Citizens and Businesses

The Galilee Center expansion fulfills the needs of the underprivileged and disadvantaged by providing food, clothing, and other basic needs. The existing shelter facility located in Mecca is currently being renovated/expanded to provide additional services for asylum seekers and shelter for local farmworkers. The proposed funding will assist in these improvements.

SUPPLEMENTAL:

Additional Fiscal Information

The County's contribution to the Project will be fully funded with Unincorporated Communities Initiative Funds.

Attachments:

- Schedule A – Budget Adjustment
- Form of the Grant Agreement for the Use of Unincorporated Communities Initiative Funds
- Form of the Covenant Agreement (attached as Exhibit B to Agreement)



Heydee Koury, Sr Accountant - Auditor 12/20/2023



Erianna Lontajo, Principal Management Analyst 1/3/2024



Aaron Gettis, Deputy County Counsel 12/19/2023

SCHEDULE A
Housing and Workforce Solutions
Budget Adjustment
Fiscal Year 2023/2024

Increase in Appropriations:

21330-5501010000-536200	Contrib To Non-County Agency	\$	500,000
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Increase in Estimated Revenues:

21330-5501010000-790600	Contrib Fr Other County Funds	\$	500,000
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Increase in Appropriations:

10000-1101000000-551100	Contributions to Other Funds	\$	500,000
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Anticipated Use of Committed Fund Balance:

10000-1101000000-330100	Committed Fund Balance	\$	500,000
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**GRANT AGREEMENT
FOR THE USE OF UNINCORPORATED COMMUNITIES INITIATIVE FUNDS
FOR THE GALILEE CENTER**

This GRANTEE’s Agreement (“Agreement”) for the use of Unincorporated Communities Initiative Funds for the purpose of expanding the Galilee Center, is made and entered into as of the Effective Date (defined herein), by and between, County of Riverside, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Galilee Center, Inc., a California nonprofit public benefit corporation, hereinafter referred to as “GRANTEE”.

RECITALS

WHEREAS, on November 17, 2020 (Minute Order 3.36), to improve the infrastructure and services provided to residents in unincorporated communities the Board of Supervisors of the County of Riverside established the Unincorporated Communities Initiative Program (“UCI”); and

WHEREAS, on June 21, 2022 Minute Order (3.37), the Board of Supervisors of the County of Riverside adopted the FY22/23 Budget adopted the FY22/23 Budget, which included the allocation of \$10,000,000 in NCC General Funds to the Unincorporated Communities Fund. The \$10,000,000 was to be divided evenly between the five Supervisorial Districts to fund projects and/or programs that serve as a pathway to improved infrastructure and services for unincorporated communities; and

WHEREAS, on June 27, 2023 (Minute Order 3.102), the Board of Supervisors of the County of Riverside allocated \$500,000 of the UCI program funds to the Galilee Center (“Funds”), administered by GRANTEE to pay a portion of the costs to expand the Galilee Center emergency shelter, improvements include the addition of a 6,5000-square-foot expansion of the shelter; and

WHEREAS, GRANTEE 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”); and

WHEREAS, GRANTEE is proposing to utilize UCI funds to pay a portion of the costs to expand the Galilee Center by 6,500 square feet shelter space, improve the kitchen to increase the

meals it can serve the community, enclose the play area, and install two additional solar panels. The proposed development will provide up to eighty (80) beds of transitional housing and wrap-around services to promote self-sufficiency as more fully described herein (collectively, the “Project”). The Project will be located at 66101 Hammond Road in Mecca, California 92254, more specifically known as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012 (“Property”), and as more specifically described in the legal description attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the purpose of this Agreement is for COUNTY to provide financial assistance to GRANTEE in the maximum amount of Five Hundred Thousand Dollars (\$500,000) consisting of UCI funds, to fund a portion of the rehabilitation costs of the Property, as more fully described herein; and

WHEREAS, the COUNTY, including its Department of Housing and Workforce Solutions (“HWS”) and Executive Office, will monitor the performance of GRANTEE against goals and performance standards outlined in the GRANTEE Agreement;

WHEREAS, GRANTEE, will be obligated to provide COUNTY with adequate financial, project, and performance documentation as needed for audit purposes.

NOW, THEREFORE, the COUNTY and GRANTEE mutually agree as follows:

1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and correct and incorporated herein by this reference. COUNTY has agreed to allocate to the GRANTEE a maximum total amount of Five Hundred Thousand Dollars (\$500,000) to the Galilee Center (“Funds”). GRANTEE promises and agrees to undertake the expansion of the Galilee Center shelter by 6,500 square feet shelter space, improve the kitchen to increase the meals it can serve the community, enclose the play area, and install two additional solar panels. The proposed development will provide up to eighty (80) beds of transitional housing and wrap-around services to promote self-sufficiency as more fully described herein (collectively, the “Project”). The Project will be located at 66101 Hammond Road in Mecca, California 92254, more specifically known as Assessor’s Parcel Numbers 727-185-004, 727-185-003, and 727-272-012 (“Property”), and as more specifically described in the legal description

attached as **Exhibit A** by utilizing the sum of \$500,000 of the Funds. GRANTEE shall serve people that are experiencing homelessness or are chronically homeless as defined in 24 CFR Part 578.3 (“Qualified Population”).

The Funds to the Galilee Center shall be used for pre-development, acquisition and/or development by the GRANTEE between June 30, 2023 and June 30, 2027. GRANTEE shall demonstrate to the COUNTY, at the COUNTY’s sole and absolute discretion, that the money derived from the Funds is deemed fully expended.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined in **Section 32** below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until **June 30, 2027**.

3. PERFORMANCE AND OUTCOMES. shall proceed consistent with the Implementation Schedule set forth in **Exhibit A-1**, as such schedule may be amended, in COUNTY’s sole and absolute discretion, pursuant to **Section 4**, and subject to Force Majeure Delays as defined in **Section 34**.

4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute discretion, to the completion schedule for the purpose of completing GRANTEE’s activities which are underway and cannot be completed during the term of this Agreement. GRANTEE shall request said extension in writing, stating the reasons therefore, and may be granted only by receiving written approval from COUNTY. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension. The Director of HWS, or designee, may extend all pending deadlines in the Implementation Schedule on two (2) or fewer occasions, so long as the aggregate duration of such administrative time extensions is no greater than ninety (90) days. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

5. RESERVED.

6. NOTICES. Each notice, request, demand, consent, approval, or other communication (hereinafter in this Section referred to collectively as “notices” and referred to

singly as a “notice”) which the COUNTY or GRANTEE is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>GRANTEE</u>
Heidi Marshall, Director	Gloria Gomez, Co-Founder
County of Riverside HWS	Galilee Center, Inc.
3403 Tenth Street, Suite 300	66-101 Hammond Road
Riverside, CA 92501	Mecca CA 92254

7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all Funds received by COUNTY to support the Galilee Center consistent with the provisions of **Sections 1 and 2** of this Agreement. COUNTY, through HWS, shall disburse the Funds directly to GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse any Funds pursuant to this Agreement until the following conditions precedent have been satisfied:

- a. GRANTEE executes this Agreement and delivers to COUNTY;
- b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- c. GRANTEE provides evidence it has obtain the necessary building permits to develop improvements to the property that are being proposed as outlined in **Exhibit A**;
- d. GRANTEE executes the Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto and incorporated herein as **Exhibit B**, and delivers to the County of Riverside;

- e. RESERVED;
- f. RESERVED;
- g. GRANTEE is not in default under the terms of this Agreement or any other agreement related to the financing of the Project;
- h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE hires a qualified professional firm to review and monitor Davis Bacon and/or prevailing wage compliance for all submissions of contractors certified payrolls to COUNTY. In the event that the Project requires prevailing wages, GRANTEE shall comply with, and shall require its contractors and subcontractors performing work on the Project, to pay prevailing wages, use a skilled and trained workforce, and adhere to any applicable labor regulations and all State laws in connection with the construction of the Project, including but not limited to Article 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees and acknowledges that it is the responsibility of GRANTEE to obtain a legal determination, at GRANTEE's sole cost and expense, as to whether prevailing wages must be paid during the construction of the Project. If the Project is subject to prevailing wages, then GRANTEE shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rates. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable Davis Bacon and/or prevailing wage requirements;
- i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all persons, contractors, subcontractors, consultants, businesses, etc. ("Developer Associates"), are conducting business with, are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation or from receiving federal contracts or federally approved

subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System (“EPLS”). EPLS records are located at www.sam.gov; and

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

8. PAYMENT OF FUNDS. The COUNTY shall pay to the GRANTEE the sum specified in **Section 1** as a one-time lump-sum payment. In addition to the more specific reporting requirements set forth in the Agreement and **Exhibit A**, the GRANTEE shall submit to the Director of HWS, on or about the 26th of each third month, in writing, a certified statement, in a format acceptable to the COUNTY, that sets forth in detail the total estimated expenditures to be made from the Funds, including but not limited to, payments to affordable housing developers.

9. RECORDS AND INSPECTIONS.

- a. GRANTEE shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities. Said records shall be retained for a period of five (5) years from the date that the activity or program funded with the Funds is closed out by the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the five-year retention period requirement if any litigation, claim, or audit is started prior to the expiration of the three (3) period.

- b. GRANTEE shall maintain a separate account for Funds received.

- c. GRANTEE shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Audits shall usually be performed annually but not less frequently than every two years. Records must be available for review by appropriate officials of the County or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

d. GRANTEE shall, during normal business hours make available to COUNTY for examination and copying all of its records and other materials with respect to matters covered by this Agreement.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The GRANTEE shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By executing this Agreement, the GRANTEE hereby certifies that it will adhere to and comply with the following as they may be applicable to a GRANTEE of the Funds allocated and shall pass down these requirements to all tiers of subcontractors, consultants, and subconsultants working under this Agreement:

- a. The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, physical disability, or national origin. GRANTEE shall ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, physical disability, or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, sexual orientation, gender identity, physical disability, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause;
- b. *Access to Records and Records Retention:* The GRANTEE or Contractor, and any subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, applications for assistance, materials, papers, and records of the GRANTEE or Contractor, and any subconsultants or subcontractors, that are directly

pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and any subconsultants or subcontractors, further agree to maintain and keep such books, documents, applications for assistance, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (five) years after the expiration of the term of this Agreement.

- c. *Prevailing Wages:* GRANTEE shall comply with any and all applicable labor regulations and all other State laws in connection with the work which compromise the Project, including if applicable, requirements relating to prevailing wages. GRANTEE agrees and acknowledges that it is the responsibility of the GRANTEE to obtain a legal determination, at GRANTEE's sole cost and expenses, as to whether prevailing wages must be paid for during the work. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable prevailing wage requirements to the extent permitted under the law. The indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

11. ENVIRONMENTAL CLEARANCES. GRANTEE shall comply with any and all applicable federal and state environmental laws and regulations and shall also be responsible for obtaining any and all approvals, subsequent approvals, permits, environmental clearances in connection with any project funded with the Funds, in compliance with the California Environmental Quality Act, and including but not limited to, any and all applicable federal and state environmental laws and regulations. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable environmental requirements. The indemnification obligations set forth herein shall survive the termination

and expiration of this Agreement.

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

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

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe GRANTEE'S obligations to indemnify and hold harmless the COUNTY herein from third party claims. The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

13. INSURANCE. Without limiting or diminishing the GRANTEE'S obligation to indemnify or hold the COUNTY harmless, GRANTEE shall procure and maintain or cause to

be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Vehicle Liability:

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

d. General Insurance Provisions - All lines:

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

specific insurer and only for one policy term.

(ii). The GRANTEE'S insurance carrier(s) 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 the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, GRANTEE'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii). GRANTEE shall cause GRANTEE'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) 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 properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *GRANTEE shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

(v). If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds three (3) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the GRANTEE has become inadequate.

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

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

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

14. RESERVED.

15. RESERVED.

16. INDEPENDENT CAPACITY. The GRANTEE is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the COUNTY. It is expressly understood and agreed that the GRANTEE (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the GRANTEE shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based

upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that the GRANTEE in the performance of this Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

17. NONDISCRIMINATION. GRANTEE agrees to abide by and include in any subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under this Agreement, the following clause:

"During the performance of this Agreement GRANTEE and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. GRANTEE and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

18. PROHIBITION AGAINST CONFLICTS OF INTEREST.

a. GRANTEE and its assigns, employees, officers, agents, consultants, officers, subcontractors and appointed officials shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

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

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

d. No covered persons who exercise or have exercised any functions or responsibilities with respect to the Galilee Center funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to activities assisted with Funds, or with respect to the proceeds from activities assisted with the Funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the GRANTEE, or any designated public agency.

e. GRANTEE understands and agrees that no waiver or exception can be granted to the prohibition against conflict of interest except upon written approval of COUNTY.

f. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the Galilee Center funded activities funded under this Agreement. GRANTEE shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict, that may arise with respect to the activities funded under this Agreement.

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

19. RESERVED.

20. TERMINATION.

a. GRANTEE. GRANTEE may not terminate this Agreement except upon

express written consent of COUNTY.

b. COUNTY. Notwithstanding the provisions of Paragraph 20a, COUNTY may suspend or terminate this Agreement upon written notice to GRANTEE of the action being taken and the reason for such actions including but not limited to the following reasons:

(1) In the event GRANTEE fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement; or

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

(3) In the event the Funds are terminated or otherwise becomes unavailable.

(4) If by July 31, 2024, GRANTEE does not expend the Funds, this Agreement shall self-terminate and any Funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this Agreement shall become null and void, except for the provisions that survive the termination if this Agreement.

c. This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Cause shall be based on the failure of the GRANTEE to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the GRANTEE agrees not to incur any costs related thereto, or connected with, any area of conflict from which the COUNTY has determined that suspension of funds is necessary.

d. Upon expiration of this Agreement, the GRANTEE shall transfer to the COUNTY any Funds on hand at the time of expiration of the Agreement as well as any accounts receivable held by GRANTEE which are attributable to the use of the Funds awarded pursuant to this Agreement.

21. PUBLICITY. Any publicity generated by GRANTEE for the project funded pursuant to this Agreement, during the term of this Agreement, will make reference to the

COUNTY'S allocation of the Galilee Center.

22. PROGRAM MONITORING AND EVALUATION.

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

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

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

25. MINISTERIAL ACTS. The Director of the COUNTY's HWS or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to

time by COUNTY.

26. SOURCE OF FUNDING. GRANTEE acknowledges that the source of funding pursuant to this Agreement is through the County's Net County Cost ("NCC") General Funds.

27. ASSIGNMENT. The GRANTEE shall not make any assignment or transfer in any other form with respect to this Agreement, without prior written approval of the COUNTY.

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

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

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

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

32. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign the Agreement (the "Effective Date"). If the parties sign the Agreement on more than one

date, then the last date the Agreement is signed by a party shall be the Effective Date.

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

34. FORCE MAJEURE.

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

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

36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of

COUNTY and GRANTEE, respectively.

37. ELECTRONIC SIGNATURES. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as, an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

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

GALILEE CENTER, INC.
a California nonprofit public benefit corporation

BY: COPY DO NOT SIGN

BY: COPY DO NOT SIGN


Name: Heidi Marshall
Title: Director HWS

Name: Gloria Gomez
Title: Co-Founder and CEO

Date: _____

Date: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Paula S. Salcido
Deputy County Counsel

Type text here

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 \$500,000 in UCI 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 knowns 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 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

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	December 29, 2023
2. Construction Start Deadline	January 1, 2024
3. UCI Grant Close	January 31, 2024
4. Completion of Galilee Center Expansion	July 31, 2024
5. Galilee Center Expansion Open to the Public	August 1, 2024

EXHIBIT “B”

Covenant Agreement

1
2 **COVENANT AGREEMENT**

3 This Covenant Agreement (this “Covenant”) is made and entered into as of the ____ day
4 of _____, 2023 by and between the COUNTY OF RIVERSIDE, a
5 political subdivision of the State of California (“COUNTY”), and Galilee Center Inc., a California
6 public benefit corporation (“OWNER”).

7 **RECITALS**

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

13 WHEREAS, on _____, 2023 COUNTY and Galilee Center, Inc. entered into that
14 certain Grant Agreement for the use of Unincorporated Communities Initiative Funds for the
15 Galilee Center dated _____, 2023 (the “Grant Agreement” or “Agreement”) which
16 provides for, among other things, the expansion of the Galilee Center shelter by 6,500 square foot;
17 the new building will feature two separate dormitory type rooms for male and female clients and
18 will double the sleep number capacity for overnight stays from 75 beds to approximately 150 beds.
19 Other improvements include kitchen remodel to serve more meals; the community room will no
20 longer act as shelter and will be use as originally intended for community dining, special events,
21 and cooling center (collectively, the “Project”). All around the facility, concrete slabs will be
22 replaced with new concrete; and

23
24 WHEREAS, through the Grant Agreement, Galilee Center, Inc. is the owner of the Galilee
25 Center; and

26 WHEREAS, on November 17, 2020 (Minute Order 3.36), to improve the infrastructure
and services provided to residents in unincorporated communities the Board of Supervisors of the
County of Riverside established the Unincorporated Communities Initiative Program (“UCI”); and

1 WHEREAS, on June 21, 2022 Minute Order (3.37), the Board of Supervisors of the County
2 of Riverside adopted the FY22/23 Budget adopted the FY22/23 Budget, which included the
3 allocation of \$10,000,000 in NCC General Funds to the Unincorporated Communities Fund. The
4 \$10,000,000 was to be divided evenly between the five Supervisorial Districts to fund projects
5 and/or programs that serve as a pathway to improved infrastructure and services for unincorporated
6 communities; and

7 WHEREAS, on June 27, 2023 (Minute Order 3.102), the Board of Supervisors of the
8 County of Riverside allocated \$500,000 of the UCI program funds to the Galilee Center (“Funds”),
9 administered by GRANTEE to pay a portion of the costs to expand the Galilee Center emergency
10 shelter, improvements include the addition of a 6,5000-square-foot expansion of the shelter; and

11 WHEREAS, pursuant to the Grant Agreement, the Project will support Galilee Center’s
12 capacity to provide transitional housing and wrap around services to homeless individuals or
13 individuals at risk of homelessness or experiencing housing insecurity (“Qualified Population”);
14 and

15 WHEREAS, pursuant to the Grant Agreement, eligible uses of the Funds include, but are not
16 limited to, pre-development, acquisition, construction, and permanent financing costs;

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

21 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
22 herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years
23 from the date of execution of the Covenant Agreement, or (ii) July 1, 2079 (“Term” or
24 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
25 conveyed, subject to the following covenants, conditions, and restrictions:
26

1 i) The Project shall be used to support Galilee Center’s capacity to serve people
2 that are experiencing homelessness or are chronically homeless as defined in
3 24 CFR Part 578.3 (“Qualified Population”).

4 2) RESERVED

5 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
6 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
7 comply with all federal, state and local laws, regulations and ordinances.

8 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
9 successors, assigns, and each successor in interest to the Property and Project or any part thereof
10 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
11 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
12 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and
13 sound condition (or better) as the condition of the Property at the time of the recordation of the
14 Covenant for the Project, reasonable wear and tear excepted. This standard for the quality of
15 maintenance of the Property shall be met whether or not a specific item of maintenance is listed
16 below. However, representative items of maintenance shall include frequent and regular inspection
17 for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement
18 of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and
19 removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved
20 areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping
21 in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as
22 necessary; cleaning windows on a regular basis; painting the buildings on a regular program and
23 prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis
24 and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices
25 in good working order. In the event OWNER, its successors or assigns fails to maintain the
26 Property in accordance with the standard for the quality of maintenance, COUNTY or its designee
 shall have the right but not the obligation to enter the Property upon reasonable notice to OWNER,

1 correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
2 thereof, and such cost, until paid, shall constitute a lien on the Property.

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

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

25 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
26 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
contract entered into with respect to the Property, or any portion thereof, after the date of this

1 Covenant shall contain or be subject to substantially the following nondiscrimination or
2 nonsegregation clauses:

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

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

26 c) In contracts: “There shall be no discrimination against or segregation of any
person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955

1 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m)
2 and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government
3 Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor
4 shall the transferee itself or any person claiming under or through him or her, establish or permit
5 any such practice or practices of discrimination or segregation with reference to the selection,
6 location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the
7 land.”

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

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

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

22 b) Commercial General Liability Insurance. Commercial General Liability
23 insurance coverage, including but not limited to, premises liability, contractual liability, products
24 and completed operations liability, personal and advertising injury, and cross liability coverage,
25 covering claims which may arise from or out of OWNER’s performance of its obligations
26 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
and Departments, their respective directors, officers, Board of Supervisors, employees, elected or

1 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall
2 not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a
3 general aggregate limit, it shall apply separately to this Covenant or be no less than two (2) times
4 the occurrence limit.

5 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
6 performance of the obligations under this Covenant, then OWNER shall maintain liability
7 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
8 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
9 limit, it shall apply separately to this Covenant or be no less than two (2) times the occurrence
10 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
11 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
12 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
13 coverage approved by County's Risk Manager ("Risk Manager").
14

15 d) General Insurance Provisions – All Lines.

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

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

(3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting

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

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

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

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

23 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
24 party or any incident or event that may give rise to a claim arising from the performance of the
25 Covenant.
26

9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their

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

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

1 COUNTY
2 Director HWS
3 County of Riverside
4 3403 10th Street, Suite 300
5 Riverside, CA 92501

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

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

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

14 13) NOTICE AND OPPORTUNITY TO CURE. Prior to exercising any remedies
15 hereunder, COUNTY shall give OWNER notice of such default pursuant to **Section 10** above.
16 Any monetary default shall be cured within ten (10) days of delivery of written notice. Except as
17 otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
18 thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
19 cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
20 reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and
21 OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in
22 good faith works to effect a cure as soon as possible, then OWNER shall have such additional time
23 as is reasonably necessary to cure the default prior to exercise of any remedies by COUNTY; but
24 in no event no later than sixty (60) days from delivery of such notice of default, subject to force
25 majeure (including government restrictions, pandemics, and acts of God). COUNTY, upon
26 providing OWNER with any notice of default under this Covenant, shall, within a reasonable time,
provide a copy of such default notice to a Permitted Lender who has given written notice to

1 COUNTY of its interest in the Property and Project. From and after such notice has been delivered
2 to a Permitted Lender and the Owner's limited partner, such Permitted Lender shall have the same
3 period for remedying the default complained of as the cure period provided to OWNER pursuant
4 to this **Section 13**. COUNTY shall accept performance by a Permitted Lender or limited partner
5 of Owner as if the same had been done by OWNER.

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

18 14) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.

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

15) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or

1 modified only by a written amendment signed by authorized representatives of both parties.

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

9 17) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure
10 to the benefit of the respective heirs, successors and assigns of the parties.

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

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

24 20) PROJECT MONITORING AND EVALUATION.

25 a) Reserved

26 b) Inspections. During the Affordability Period, COUNTY will
perform on-site inspections of the Project to determine compliance with the property
standards and to verify the information submitted by the owners in accordance with

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

10 21) ACCESS TO PROJECT SITE. Representatives of COUNTY shall have the right of
11 access to the Property, upon 24 hours' written notice to OWNER (except in the case of an
12 emergency, in which case COUNTY shall provide such notice as may be practical under the
13 circumstances), without charges or fees, during normal business hours to review the operation of
14 the Project in accordance with this Covenant and the Grant Agreement.

15 22) COUNTERPARTS. This Covenant may be signed by the different parties hereto in
16 counterparts, each of which shall be an original, but all of which together shall constitute one and
17 the same agreement.

18 23) RESERVED.

19 24) This Covenant and the Grant Agreement set forth and contain the entire understanding
20 and agreement of the parties hereto. There are no oral or written representations, understandings,
21 or ancillary covenants, undertakings or agreements, which are not contained or expressly referred
22 to within this Covenant, and the Grant Agreement, including all amendments and modifications to
23 the Grant Agreement.
24

25 [Remainder of Page Intentionally Blank]

26 [SIGNATURES ON THE NEXT PAGE]

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

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

GALILEE CENTER, INC.
a California nonprofit public benefit corporation

BY: COPY DO NOT SIGN

BY: COPY DO NOT SIGN

Name: Heidi Marshall
Title: Director HWS


Name: Gloria Gomez
Title: Co-Founder and CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 

Paula S. Salcido
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 “C”

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://sam.gov/search/>
- STEP 2: Under “Search”, 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