

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



ITEM: 3.17
(ID # 23805)

MEETING DATE:

FROM : HOUSING AND WORKFORCE SOLUTIONS:

Tuesday, January 30, 2024

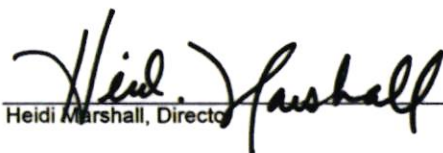
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adoption of Resolution No. 2024-041 Approving the Acceptance of General Fund Grant Funds for Young Scholars for Academic Empowerment dba TruEvolution, Inc., Approve the Form of the State of California Standard Grant Agreement, and Approve the Forms of Grant Agreement and Covenant Agreement for the Use of State Allocated Funds with Young Scholars for Academic Empowerment dba TruEvolution, Inc., for a Grant Amount Not to Exceed \$3,063,000; Districts 1, 2 and 3. [\$3,063,000 – 100% State Allocated Funds]; Not a Project Under CEQA (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Grant Agreement for the Use of State Allocated Funds for Young Scholars for Academic Empowerment dba TruEvolution, Inc (Grant Agreement) does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the State CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA;

Continued on Page 2

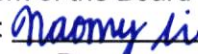
ACTION:4/5 Vote Required, Policy


Heidi Marshall, Director 1/16/2024

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 30, 2024
xc: HWS, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2024-041, A Resolution of the Board of Supervisors of the County of Riverside, Approving the acceptance of a general fund allocation for local assistance for Young Scholars for Academic Empowerment dba TruEvolution, Inc.; and Approval of a form of the Standard Agreement to accept the grant funding and any amendments thereto; and any related documents necessary to serve as a pass-through agency;
3. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, on behalf of the County of Riverside, to execute a Standard Agreement with the State of California and serve as a pass-through agency, substantially conforming in form and substance to the attached Standard Agreement, subject to approval as to form by County Counsel;
4. Approve the Forms of Grant Agreement and Covenant Agreement for the Use of State Allocated Funds with Young Scholars for Academic Empowerment dba TruEvolution, Inc. for a Grant Amount Not to Exceed \$3,063,000, attached hereto;
5. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, on behalf of the County of Riverside, to execute a form of Grant Agreement and a form of the 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;
6. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Grant Agreement including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel;
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within five (5) business days of approval; and
8. 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	\$3,063,000	\$ 0	\$3,063,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Allocated Funds pursuant to Section 19.561 (g)(13) of the Budget Act of 2023 from the California Natural Resources Agency (100%)			Budget Adjustment: Yes	
			For Fiscal Year: 2023/2024	

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

Summary

Pursuant to Section 19.561 (g)(13) of the Budget Act of 2023, the State of California allocated \$3,063,000 in state funding to the Young Scholars for Academic Empowerment dba TruEvolution, Inc., a California nonprofit public benefit corporation (TruEvolution), for the launch of the Inland Empire LGBTQ Resource Center and grant initiatives, including services in southwest Riverside County, including Menifee, Lake Elsinore, and Norco.

This allocation is a continuation of the State's current practice of awarding and disbursing local funding awards via direct allocations to counties or cities. This has previously occurred within the region with the following projects: 1) TruEvolution's Project Legacy development was allocated \$10 million by the State via a direct allocation to the City of Riverside; 2) National Community Renaissance's Las Coronas received \$8 million from the State via an allocation to the City of Corona; 3) Urban Housing Communities Veterans Village project received \$1.5 million from the State via an allocation to Cathedral City; 4) the Oasis Mobile Home Park relocation effort received a \$30 million state allocation via an allocation to the County of Riverside; and 5) the Coachella Valley Housing Catalyst Fund (CVHCF), a Revolving Loan Fund Administered by Lift to Rise, received a \$15 million state allocation via an allocation to the County of Riverside. Similarly, in this instance the County of Riverside is serving as a pass-through agency for the direct budget allocation to TruEvolution.

TruEvolution previously completed construction to develop and rehabilitate the real property known as 3839, 3853, 3865, and 3879 Brockton Ave.; 4145 9th St.; and 4132 University Ave., in Riverside, CA 92501 (collectively, the Property), to convert it into a transitional housing development consisting of five residential buildings and a commercial building being used as office space and on-site community center with wraparound services, known as Project Legacy. The property located at 3839 Brockton Ave., Riverside, CA 92501 is a commercial building which TruEvolution intends to rename and use as the Inland Empire LGBTQ Resource Center (IE LGBTQ Center).

TruEvolution intends to use the \$3,063,000 in state allocated funds as follows: \$1,563,000 for payment of costs for completion of development of the Property where Project Legacy and the IE LGBTQ Center are located; \$500,000 for personnel and program operations costs to support the IE LGBTQ Center; \$800,000 for direct grant support; \$150,000 for direct program costs; and \$50,000 for administration.

In its role as the recipient of funds, the County will monitor the performance of TruEvolution against goals and performance standards outlined in the Grant Agreement and State of California Standard Grant Agreement. As per the Grant Agreements, TruEvolution will be obligated to provide the County with adequate financial, project, and performance documentation as needed for audit purposes.

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

The Grant Agreement for the Use of State Allocated Funds for Young Scholars for Academic Empowerment Dba TruEvolution, Inc. does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the State CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA.

Staff recommends that the Board approve Resolution No. 2024-041, Standard Agreement Form, and the forms of the Grant Agreement and Covenant Agreement. County Counsel has reviewed and approved as to form the attached forms of the Grant Agreement and Covenant Agreement.

Impact on Citizens and Businesses

The Project Legacy and the Health and IE LGBTQ Center will have a positive impact on residents and businesses as it will provide needed affordable housing and mitigate health and safety issues affecting the property making it a decent and safe place for homeless LGBTQ youth living with HIV or AIDS to live.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution to the Project will be fully funded with State Allocated Funds pursuant to Section 19.561 (g)(13) of the Budget Act of 2023 from the State of California.

Attachments:

- Schedule A
- Resolution No. 2024-041
- State of California Standard Grant Agreement Form
- Form of the Grant Agreement for the Use of State Allocated Funds
- Form of the Covenant Agreement
- Notice of Exemption


Evangelina Gregorio 1/18/2024


Eriencia Lontajo, Principal Management Analyst 1/24/2024


Aaron Gettis, Deputy County Counsel 1/18/2024

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202400094
01/30/2024 03:51 PM Fee: \$ 50.00
Page 1 of 1



Removed: _____ By: _____ Deputy

Notice of Exemption

To: Office of Planning and Research
For U.S Mail: Street Address:
P.O. Box 3044 1400 Tenth St.
Sacramento, CA 95812-3044 Sacramento, CA 95814

From: Public
Agency: County of Riverside
Address: 4080 Lemon Street, Suite 400
Riverside, CA 92501
Contact: Annjanette Aguilar
Phone: (951) 933-8572

County Clerk
County of: Riverside
2724 Gateway Drive
P.O. Box 751
Address: Riverside, CA 92502-0751

Lead Agency (if different from above):
Address: _____
Contact: Juan Garcia
Phone: (951) 955-8126

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Agreement for the Use of State Allocated Funds for Young Scholars for Academic Empowerment dba TruEvolution, Inc.

Project Location (include county): County of Riverside

Project Description: Young Scholars for Academic Empowerment dba TruEvolution, Inc., a California nonprofit public benefit corporation (TruEvolution), is proposing to utilize and administer a grant of \$ 3,063,000 in State Allocated Funds allocated pursuant to 2023-24 California Budget Bill Jr. (Chapter 38, Statutes of 2023, AB 102) Section 19.561 (g)(13) for the launch of the Inland Empire LGBTQ Resource Center and grant initiatives, including services in southwest Riverside County, including Menifee, Lake Elsinore, and Norco. TruEvolution completed construction to develop and rehabilitate the real property known as 3839, 3853, 3865, and 3879 Brockton Ave.; 4145 9th St.; and 4132 University Ave., in Riverside, CA 92501, to convert it into a transitional housing development consisting of five residential buildings and a commercial building being used as office space and on-site community center with wrap around services (Project Legacy). The property located at 3839 Brockton Ave., Riverside, CA 92501 is a commercial building which TruEvolution intends to rename and use as the Inland Empire LGBTQ Resource Center (IE LGBTQ Center). Project Legacy and the Health and IE LGBTQ Center will have a positive impact on residents and businesses as it will provide needed affordable housing and mitigate health and safety issues affecting the property making it a decent and safe place for homeless LGBTQ youth living with HIV or AIDS to live.

Project Sponsor: County of Riverside

This is to advise that the County of Riverside Board of Supervisors approved the above project on

Lead agency or Responsible Agency

January 30, 2024 and has made the following determinations regarding the above-described project:
(Tentative date)

Find that the Grant Agreement for the Use of State Allocated Funds for Young Scholars for Academic Empowerment dba TruEvolution, Inc. does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the CEQA Guidelines in that it does not vest any development rights or result in the physical change in the environment, requires a developer to comply with CEQA and obtain all land use entitlements from the local jurisdiction as the lead agency, and does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA.

Signature: (Public Agency) Juan Garcia Title: Deputy Director

Date: 1/18/24 Date received for filing at OPR: _____

**RESOLUTION NO. 2024-041
APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR
YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT DBA TRUEVOLUTION,
INC.**

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS the Grantee will enter into an agreement with the State of California for the above project.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on January 30, 2024 at 9:30 am, in the meeting room of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 1) That the Board hereby finds and declares that the above recitals are true and correct and incorporated as though set forth herein.
- 2) The Board hereby approves the acceptance of a general fund allocation for local assistance for Young Scholars for Academic Empowerment DbA TruEvolution, Inc. ("TruEvolution").
- 3) The Board hereby certifies that the County of Riverside ("County") understands the assurances and certification in the Project Information Form.
- 4) The Board hereby certifies that the County has provided sufficient funds to develop/complete the planning or program project(s); or will assist TruEvolution in securing additional resources.

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO 1-18-2024 DATE

- 1 5) The Board hereby certifies that the County will comply with the provisions of Section
2 1771.5 of the California Labor Code.
- 3 6) If applicable, the Board hereby certifies that the project will comply with any laws and
4 regulation including, but not limited to, the California Environmental Quality Act
5 (CEQA), legal requirements for building codes, health and safety codes, disabled access
6 laws, environmental laws and, that prior to commencement of construction, all
7 applicable licenses and permits will have been obtained.
- 8 7) The Board hereby certifies that the County has reviewed and understands the General
9 Provisions contained in the sample Grant Agreement shown in the Procedural Guide.
- 10 8) The Board hereby appoints the Director of Housing and Workforce Solutions (HWS), or
11 designee, on behalf of the County of Riverside, as agent to conduct all negotiations,
12 execute and submit all documents including, but not limited to the Project Information
13 Form, agreements, payment requests and so on, which may be necessary for the
14 completion of the aforementioned project(s).
- 15 9) The Board of Supervisors' commitment to provide the State Funds grant is subject to the
16 satisfaction of conditions precedent set forth herein, is valid until December 31, 2026, and
17 shall thereafter have no force or effect.

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3 RESOLUTION NO. 2024-041

4 APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR YOUNG
5 SCHOLARS FOR ACADEMIC EMPOWERMENT DBA TRUEEVOLUTION, INC.

6
7 ROLL CALL:

8
9 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

10 Nays: None

11 Absent: None

12
13
14 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
15 Supervisors on the date therein set forth.

16
17 KIMBERLY A. RECTOR, Clerk of said Board

18
19 By: 
20 Deputy

21
22 01/30/2024 3.17
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24
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**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: County of Riverside
PROJECT TITLE: Young Scholars for Academic Empowerment DbA TruEvolution, Inc
AGREEMENT NUMBER: Enter Agreement No.
AUTHORITY: Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)
PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Grant funds are made available to the County of Riverside ("Grantee") for the Young Scholars for Academic Empowerment DbA TruEvolution, Inc ("TruEvolution") to be used for the public purpose of launching the Inland Empire LGBTQ Resource Center and grant initiatives, including services in southwest Riverside County, including Menifee, Lake Elsinore, and Norco as limited by and described in this grant and authorized by the Budget Act of 2023, Chapters 38 and 189, Statutes of 2023. Grant funds may be used for but are not limited to the real property known as 3839, 3853, 3865, and 3879 Brockton Ave.; 4145 9th St.; and 4132 University Ave., in Riverside, CA 92501 (collectively, the Property), to convert it into a transitional housing development consisting of five residential buildings and a commercial building being used as office space and on-site community center with wrap around services, known as Project Legacy. The property located at 3839 Brockton Ave., Riverside, CA 92501 is a commercial building which TruEvolution intends to rename and use as the Inland Empire LGBTQ Resource Center (IE LGBTQ Center).

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used in accordance with the provisions contained in the Procedural Guide for General Fund Specified Pass-Through Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Grantee shall ensure the Project will be operated and maintained for a minimum of Enter No. of Years years ("the Land Tenure Term") satisfactory to the Grantee for all Project Property to be improved under this Agreement.
2. Grantee shall ensure the completed Project and all related facilities shall be open to members of the public generally.

General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023).
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Procedural Guidelines" means the Procedural Guide for General Fund Specified Pass-Through Grant Projects, FY 2023-2024.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal.
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
9. The term "Grantee" means an entity who has a signed agreement for Grant Funds.
10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
11. The term "Advance Payment Request Form" means Form RA212-A. The term "Advance Reconciliation Form" means Form RA213.
12. The term "Project" means the activity to be accomplished with Grant Funds described in the Project Description
13. The term "Property" or "Project Property" means the property being developed or acquired with Grant Funds.
14. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
15. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes

as set forth in the Project Description in this Agreement and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall ensure any and all additional funds that may be necessary to complete the Project are or will be available.
3. Grantee shall ensure the Project is completed within the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2027**.
4. Grantee shall ensure the Project will comply with all current laws and regulations which apply to the Project.
5. Grantee shall arrange for access by the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project scope, including a final inspection upon Project completion.
6. Grantee agrees to comply with or ensure compliance with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.

C. Project Costs

1. Requests for advance payment of Grant Funds must be submitted via a completed Advance Payment Request Form, but shall not exceed, in any event, ninety percent (90%) of the amount set forth on the signature page of this Agreement. The remaining ten percent (10%) of the grant will be issued as a reimbursement payment upon completion of the Project.
2. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
3. Advance Reconciliation Documentation:
 - a. Grantee must submit documentation reconciling advanced funds expended no less than quarterly.
 - b. Reconciliation documentation must be submitted using a completed Advance Reconciliation Form accompanied by an itemized list of all expenditures. Each reconciliation must also include proof of payment such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.
 - c. Any reconciliation submitted without the required itemization and documentation will not be accepted. If the reconciliation package is incomplete, inadequate, or inaccurate, the State will inform the Grantee. The Project will not be deemed complete and the final ten percent (10%) of Grant Funds will not be released until all required reconciliation information is received or corrected. Any penalties imposed on the

Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

4. Grant Funds have a limited period in which they must be expended. Expenditures funded by Grant Funds must occur within the time frame of the Project Performance Period as indicated in this Agreement.
5. The State reserves the right to request reimbursement of any funds spent on the Project if the Project is not completed in accordance with the Grant Agreement and the Grant Procedural Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures and required closing documents before the final ten percent (10%) of the grant amount will be released
2. Grantee shall ensure property and facilities acquired or developed pursuant to this Agreement will be made available for inspection upon request by the State.
3. Grantee shall require any income earned from the use of the Project be used to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Advanced Grant Funds shall be placed in a separate interest-bearing account. Grantee shall set up and identify such account prior to the advance. Public grantees may deposit the Funds into their treasuries. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.
5. Grantee shall submit all documentation for Project completion, including a notice of completion, as applicable, within ninety (90) days of Project completion, but in no event any later than **March 1, 2027**.
6. Release of the final ten percent (10%) of Grant Funds is contingent upon Grantee's written verification that Grant Funds have been used for a public purpose and such use is consistent with the Project scope, together with any State-approved amendments.
7. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner, preferably no less than sixty (60) days before the effective date of the proposed amendment.
8. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. All funding is contingent upon appropriation. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for

any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State shall consider extenuating circumstances and not require repayment for Project work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify or cause to be indemnified, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or

otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall ensure that use of the Project Property is for the purposes for which the grant was made and shall make no other use or sale or other disposition of the Project Property during the Land Tenure Term defined in the Special Provisions above.
2. For Project Property developed with Grant Funds:
 - a. If the use of the Project Property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of within the Land Tenure Term, at the State's sole discretion, Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest at the prime interest rate at the time of disposition.
3. For Project Property acquired with Grant Funds:
 - a. If the Land Tenure Term is perpetuity and the use of the Project Property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

- b. If the Land Tenure Term is less than perpetuity and the use of the Project Property is changed to a use that is not permitted by the Agreement or if the property is sold or otherwise disposed of prior to the end of the Land Tenure Term, an amount equal to the greater of (1) the amount of the grant or 2) the percentage of the property's equity at the time of sale or change of use equivalent to the percentage of grant funds contributed toward the original purchase price may be reimbursed to the State.
- c. If the Land Tenure Term is less than perpetuity and the use of the Project Property is changed to a nonpublic use or the property is sold or otherwise disposed of after the Land Tenure Term expires, the Grantee shall reimburse the State a percentage of the property's equity equivalent to the percentage of grant funds contributed toward the original acquisition.

I. Nondiscrimination

- 1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)-(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
- 2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

The Procedural Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party

against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

Exhibit A

TruEvolution intends to use the \$3,063,000 in state allocated funds as follows:

<u>AMOUNT</u>	<u>USE</u>
\$1,563,000	For payment of costs for completion of development of the Property where Project Legacy and the IE LGBTQ Center are located.
\$500,000	Personnel and program operations costs to support the IE LGBTQ Center.
\$800,000	Direct grant-making allocation
\$150,000	Direct program costs
\$50,000	Administration

**GRANT AGREEMENT
FOR THE USE OF STATE ALLOCATED FUNDS
FOR YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT
DBA TRUEEVOLUTION, INC.**

This GRANT AGREEMENT FOR THE USE OF STATE ALLOCATED FUNDS (“Agreement”) 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, (“COUNTY”) and YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT dba TRUEEVOLUTION, INC., a California nonprofit public benefit corporation (“GRANTEE”). COUNTY and GRANTEE are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the California State Legislature passed a series of bills as part of the 2023-2024 budget agreement reached between Governor Gavin Newsom and the legislature. The state budget bills include \$750 million across several policy areas to fund dozens of legislative priority projects across the state;

WHEREAS, in the California Senate Bill 104, the Budget Act of 2023 (“2023 Budget Act”), the Riverside County legislative delegation secured \$8,036,000 in funding for several countywide legislative priorities, including GRANTEE;

WHEREAS, pursuant to the 2023 Budget Act, Section 19.561 (g)(13), three million sixty-three dollars (\$3,063,000) (“Grant Funds”) in state funding was allocated to the COUNTY for GRANTEE for the “launch of the Inland Empire LGBTQ Resource Center and grant initiatives, including services in southwest Riverside County, including Menifee, Lake Elsinore, and Norco”;

WHEREAS, on October 31, 2023, via Minute Order 3.7, the Board of Supervisors of the COUNTY approved acceptance of the \$8,036,000 in legislative funding directed in 2023 Budget Act and authorized the COUNTY to distribute \$3,063,000 in Grant Funds to GRANTEE;

WHEREAS, the 2023 Budget Act, Section 19.561 (a) (5) states that designated state entity administering an allocation may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of 2023 Budget Act;

WHEREAS, pursuant to Section 19.561 (a) (7) of the 2023 Budget Act, Grant Funds shall be available for encumbrance through June 30, 2025, and expenditure until June 30, 2027;

WHEREAS, GRANTEE shall encumber Grant Funds through written agreements by June 30, 2025, and expend Grant Funds by June 30, 2027;

WHEREAS, Section 19.561 (a) (2) of the 2023 Budget Act, allows the COUNTY to determine the best method for allocation to ensure the Grant Funds are used for the specified purposes and states that self-attestation by GRANTEE is an acceptable method of verification of the use of funds, if appropriate;

WHEREAS, GRANTEE is a nonprofit organization and the owner of that certain real property known as 3839, 3853, 3865, and 3879 Brockton Ave.; 4145 9th St.; and 4132 University Ave., in Riverside, CA 92501, and more specifically described in the legal description attached hereto and incorporated herein as Exhibit "A" (collectively, the "Property");

WHEREAS, GRANTEE previously completed construction to develop and rehabilitate the Property and to convert it into a transitional housing development consisting of five residential buildings and a commercial building being used as office space and on-site community center with wrap around services, known as "Project Legacy".

WHEREAS, the final certificate of occupancy was received by GRANTEE from the City of Riverside for the Property on November 6, 2023;

WHEREAS, the property located at 3839 Brockton Ave., Riverside, CA 92501 is a commercial building which GRANTEE intends to rename and use as the Inland Empire LGBTQ Resource Center IE LGBTQ Center;

WHEREAS, the COUNTY, in its role as the recipient of the Grant Funds, including its Department of Housing and Workforce Solutions ("HWS") and Executive Office, will monitor the performance of GRANTEE against certain goals and performance standards outlined in this Agreement; and

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

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the COUNTY and GRANTEE mutually agree as follows:

1. INCORPORATION OF RECITALS. COUNTY and GRANTEE acknowledge and agree that the above recitals are true and correct and are hereby made part of this Agreement. The

aforementioned Recitals are true and correct and incorporated herein by this reference.

2. PURPOSE AND USE OF FUNDS. COUNTY has agreed to allocate the Grant Funds to GRANTEE. GRANTEE promises and agrees to use the Grant Funds for the purposes stated in the Budget Act of 2023 and in this Agreement. GRANTEE intends to use the Grant Funds according to the Budget outlined in Exhibit B attached hereto. Grant Funds are to be expended by June 30, 2027.

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

4. DISBURSEMENT OF FUNDS. Consistent with the 2023 Budget Act, Section 19.561 (a) (5), the COUNTY, through its Department of HWS, shall disburse the Grant Funds directly to GRANTEE as a one-time lump-sum payment upon receipt from the State of California. COUNTY shall pay GRANTEE in the form of a funding draw request with supporting documents which state how such funds will be expended. COUNTY shall promptly review the funding draw request and any supporting documentation, but in no event later than thirty (30) days. COUNTY may require additional information from GRANTEE as may be necessary and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon receipt of wire instructions.

5. RECORDS AND INSPECTIONS.

a. GRANTEE agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. GRANTEE agrees to provide COUNTY, or their designees, with any relevant information requested.

b. GRANTEE agrees to permit COUNTY, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with relevant regulations and provisions and this Agreement.

c. GRANTEE further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. 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 if applicable to GRANTEE recipient of the Grant Funds allocated and GRANTEE 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 (5) years after the expiration of the term of this Agreement.

c. *Prevailing Wages:* GRANTEE shall comply with any applicable labor regulations and all other State laws in connection with any work to be completed with the Grant Funds, 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. The indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

7. 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."

8. HOLD HARMLESS AND INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the COUNTY, 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.

9. 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.

b.1. Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

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 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 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.

10. 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.

11. PROHIBITION AGAINST CONFLICTS OF INTEREST.

a. 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.

b. 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.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to the grant 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 the Grant Funds, or with respect to the proceeds from activities assisted with the Grant 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.

d. 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.

e. 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 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.

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

12. TERMINATION.

a. GRANTEE. GRANTEE may not terminate this Agreement except upon express written consent of COUNTY.

b. COUNTY. Notwithstanding the provisions of Paragraph 16a, 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 Grant Funds are terminated or otherwise become unavailable.

c. Upon expiration of this Agreement, the GRANTEE shall transfer to the COUNTY any Grant 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 Grant Funds awarded pursuant to this Agreement.

13. PUBLICITY. Any publicity generated by GRANTEE pursuant to this Agreement, during the term of this Agreement, will make reference to the COUNTY'S allocation to GRANTEE.

14. 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.

15. 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:

COUNTY

Heidi Marshall, Director
County of Riverside HWS
3403 Tenth Street, Suite 300
Riverside, CA 92501

GRANTEE

Gabriel Maldonado, CEO
Young Scholars for Academic
Empowerment, dba TruEvolution, Inc.
3839 Brockton Avenue
Riverside CA 92501

16. 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.

17. 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.

18. SOURCE OF FUNDING. GRANTEE acknowledges that the source of funding pursuant to this Agreement is through the California State Budget Act of 2023.

19. ASSIGNMENT. The GRANTEE shall not make any assignment or transfer of this Agreement without prior written approval of the COUNTY.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

[Remainder of Page Intentionally Blank]

[SIGNATURES ON THE NEXT 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

YOUNG SCHOLARS FOR ACADEMIC
EMPOWERMENT DBA TRUEEVOLUTION, INC.
a California nonprofit public benefit corporation

BY: FORM COPY - DO NOT SIGN
Name: Heidi Marshall
Title: Director HWS

BY: FORM COPY - DO NOT SIGN
Name: Gabriel Maldonado
Title: Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

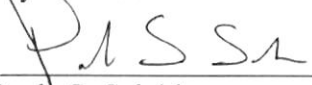
By: 
Paula S. Salcido
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1: APN 214-292-005: 4132 UNIVERSITY AVENUE, RIVERSIDE, CA 92501
THE REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 80 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF BLOCK 8, RANGE 11, TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY;

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

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

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

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

PARCEL 2: APN 214-292-022: 3839 BROCKTON AVENUE, RIVERSIDE, CA 92501
PARCEL A AS SHOWN ON PARCEL MERGER P07-0270, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 07, 2007 AS INSTRUMENT NO. 2007-0733731, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

BEGINNING AT THE MOST EASTERLY CORNER OF BLOCK 8, RANGE 11 OF SAID TOWN OF RIVERSIDE;

THENCE SOUTH 29°00'00" WEST ALONG THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET) AS SHOWN ON PARCEL MAP 7811 BY MAP RECORDED IN BOOK 25 OF PARCEL MAPS AT PAGE 67, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 98.00 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED TO THE CITY OF RIVERSIDE RECORDED JULY 7, 1961 AS INSTRUMENT NO. 58133, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 60°55'45" WEST, PARALLEL WITH THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET) AS SHOWN ON SAID PARCEL MAP 7811, A DISTANCE OF 11.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED TO THE CITY OF RIVERSIDE RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 188647, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 29°00'00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID DEED TO THE CITY OF RIVERSIDE, RECORDED OCTOBER 29, 1982, A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO OWEN C. LOCKE ET UX., BY DEED RECORDED FEBRUARY 8, 1958 AS INSTRUMENT NO. 12203, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 60°55'45" WEST, PARALLEL WITH THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET), A DISTANCE OF 139.00 FEET;

THENCE NORTH 29°00'00" EAST, PARALLEL WITH THE WESTERLY LINE OF BROCKTON STREET (FORMERLY WALNUT STREET), A DISTANCE OF 50.00 FEET;

THENCE SOUTH 60°55'45" EAST, PARALLEL WITH THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET), A DISTANCE OF 70.00 FEET;

THENCE NORTH 29°00'00" EAST, PARALLEL WITH THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET), A DISTANCE OF 98.00 FEET;

THENCE SOUTH 60°55'45" EAST, ALONG THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET), A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF BLOCK 8, RANGE 11 OF SAID TOWN OF RIVERSIDE, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT DISTANT NORTH 60°55'45" WEST, A DISTANCE OF 30.02 FEET MEASURED ALONG THE SOUTHERLY LINE OF SAID UNIVERSITY AVENUE (FORMERLY 8TH STREET) FROM THE MOST EASTERLY CORNER OF BLOCK 8, RANGE 11 OF SAID TOWN OF RIVERSIDE;

THENCE SOUTH 19°08'18" EAST, A DISTANCE OF 25.54 FEET TO A LINE PARALLEL WITH AND 44.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID BROCKTON AVENUE (FORMERLY WALNUT STREET);

THENCE SOUTH 29°00'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 130.98 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SAID OWEN C. LOCKE ET UX., BEING THE TERMINATION OF SAID LINE DESCRIPTION.

PARCEL 3: APN 214-292-008: 3853 BROCKTON AVENUE, RIVERSIDE, CA 92501 THAT PORTION OF BLOCK 8, RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS BY METES AND

BOUNDS BEGINNING AT A POINT ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 132 FEET NORTHERLY FROM THE SOUTHEASTERLY CORNER OF BLOCK 8;

THENCE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 165 FEET;

THENCE NORTHERLY, PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 50 FEET;

THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 165 FEET;

THENCE SOUTHERLY ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 50 FEET, TO THE POINT OF BEGINNING.

PARCEL 4: APN 214-292-009: 3865 BROCKTON AVENUE, RIVERSIDE, CA 92501 THAT PORTION OF BLOCK 8, RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET) 94.6 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID BLOCK 8, RANGE 11 OF TOWN OF RIVERSIDE;

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

THENCE NORTHERLY AT A RIGHT ANGLE AND PARALLEL WITH THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET) 37.4 FEET;

THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET; THENCE SOUTHERLY 37.4 FEET TO THE POINT OF BEGINNING.

PARCEL 5: APN 214-292-010: 3879 BROCKTON AVENUE, RIVERSIDE, CA 92501 THAT PORTION OF BLOCK 8 OF RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS DESCRIBED AS FOLLOWS:

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

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

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

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

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

PARCEL 6: APN: 214-292-013: 4145 9TH STREET, RIVERSIDE, CA 92501 BEGINNING AT A POINT ON THE NORTHERLY LINE OF NINTH STREET, 120 FEET WESTERLY FROM THE SOUTHEASTERLY CORNER OF BLOCK 8, RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE AT A RIGHT ANGLE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 132 FEET;

THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 45 FEET;

THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 132 FEET TO THE NORTHERLY LINE OF NINTH STREET;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF NINTH STREET, 45 FEET TO THE POINT OF BEGINNING.

**EXHIBIT “B”
BUDGET**

<u>AMOUNT</u>	<u>USE</u>
\$1,563,000	For payment of costs for completion of development of the Property where Project Legacy and the IE LGBTQ Center are located.
\$500,000	Personnel and program operations costs to support the IE LGBTQ Center.
\$800,000	Direct grant-making allocation
\$150,000	Direct program costs
\$50,000	Administration

EXHIBIT “C”

Covenant Agreement

1 **COVENANT AGREEMENT**

2 This Covenant Agreement (this "Covenant") is made and entered into as of the 30 day
3 of January, 2024 by and between the COUNTY OF RIVERSIDE, a
4 political subdivision of the State of California ("COUNTY"), and Young Scholars for Academic
5 Empowerment dba TruEvolution, Inc., a California public benefit corporation ("OWNER").

6 **RECITALS**

7 WHEREAS, the California State Legislature passed a series of bills as part of the 2023-
8 2024 budget agreement reached between Governor Gavin Newsom and the legislature. The state
9 budget bills include \$750 million across several policy areas to fund dozens of legislative priority
10 projects across the state;

11 WHEREAS, in the California Senate Bill 104, the Budget Act of 2023 ("2023 Budget
12 Act"), the Riverside County legislative delegation secured \$8,036,000 in funding for several
13 countywide legislative priorities, including GRANTEE;

14 WHEREAS, pursuant to the 2023 Budget Act, Section 19.561 (g)(13), three million sixty-
15 three dollars (\$3,063,000) ("Grant Funds") in state funding was allocated to the COUNTY for
16 GRANTEE for the "launch of the Inland Empire LGBTQ Resource Center and grant initiatives,
17 including services in southwest Riverside County, including Menifee, Lake Elsinore, and Norco";

18 WHEREAS, on October 31, 2023, via Minute Order 3.7, the Board of Supervisors of the
19 COUNTY approved acceptance of the \$8,036,000 in legislative funding directed in 2023 Budget
20 Act and authorized the COUNTY to distribute \$3,063,000 in Grant Funds to GRANTEE;

21 WHEREAS, on January 30, 2024, COUNTY and Grantee entered into that certain
22 Grant Agreement for the Use of State Allocated Funds dated January 30, 2024 (the
23 "Agreement") which provides for distribution and use of the Grant Funds by GRANTEE;

24 WHEREAS, GRANTEE is a nonprofit organizations and the owner of that certain real
25 property known as 3839, 3853, 3865, and 3879 Brockton Ave.; 4145 9th St.; and 4132 University
26 Ave., in Riverside, CA 92501, and more specifically described in the legal description attached
hereto and incorporated herein as Exhibit "A" (collectively, the "Property");

1 WHEREAS, GRANTEE previously completed construction to develop and rehabilitate
2 the Property and to convert it into a transitional housing development consisting of five
3 residential buildings and a commercial building being used as office space and on-site
4 community center with wrap around services, known as "Project Legacy".

5 WHEREAS, the final certificate of occupancy was received by GRANTEE from the City
6 of Riverside for the Property on November 6, 2023;

7 WHEREAS, pursuant to the Agreement, one million sixty-three dollars (\$1,063,000) of
8 the Grant Funds are being used by GRANTEE to complete payment of costs for development of
9 the Property where Project Legacy and the IE LGBTQ Center are located

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

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

19 a) The Project shall be used to support GRANTEE'S capacity to serve people that are
20 experiencing homelessness or are chronically homeless as defined in 24 CFR Part
21 578.3.

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

25 3) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
26 successors, assigns, and each successor in interest to the Property or any part thereof hereby
covenants to and shall protect, maintain, and preserve the Property in compliance with all

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

21 4) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race,
22 gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation,
23 selection, hiring or treatment of any contractors or consultants, to participate in
24 subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of this
25 clause shall be considered a material breach of this Covenant and may result in termination,
26 debarment or other sanctions. This language shall be incorporated into all contracts between
OWNER and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers
related to the Agreement. OWNER shall comply with the provisions of the California Fair

1 Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights
2 Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued
3 pursuant to said Acts and Orders with respect to its use of the Property.

4 5) OWNER 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 6) OWNER, 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 Property, or any portion thereof, after the date of this
18 Covenant shall contain or be subject to substantially the following nondiscrimination or
19 nonsegregation clauses:
20

21 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her
22 heirs, executors, administrators, and assigns, and all persons claiming under or through them, that
23 there shall be no discrimination against or segregation of, any person or group of persons on
24 account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as
25 those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
26 subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease,
sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall
the grantee or any person claiming under or through him or her, establish or permit any practice or

1 practices of discrimination or segregation with reference to the selection, location, number, use or
2 occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.
3 The foregoing covenants shall run with the land.”

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

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

25
26 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or

1 defending any discrimination claim brought by any third party and/or local, state or federal
2 government entity, arising out of or in connection with the Grant Agreement or this Covenant.

3 7) INSURANCE. Without limiting or diminishing OWNER's obligation to indemnify or
4 hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its
5 sole cost and expense, the following insurance coverage's during the term of this Covenant.

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

12 b) Commercial General Liability Insurance. Commercial General Liability
13 insurance coverage, including but not limited to, premises liability, contractual liability, products
14 and completed operations liability, personal and advertising injury, and cross liability coverage,
15 covering claims which may arise from or out of OWNER's performance of its obligations
16 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
17 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
18 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall
19 not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a
20 general aggregate limit, it shall apply separately to this Covenant or be no less than two (2) times
21 the occurrence limit.
22

23 b.1. Sexual Abuse or Molestation (SAM) Liability:

24 If the work will include contact with minors, and the Commercial General Liability policy is
25 not endorsed to include affirmative coverage for sexual abuse or molestation,
26 Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation

1 with a limit no less than \$2,000,000 per occurrence or claim.

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

12 d) General Insurance Provisions – All Lines.

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

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

24 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
25 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
26 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
provide copies of policies including all Endorsements and all attachments thereto, showing such

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

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

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

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

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

25 8) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
26 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 (individually and collectively

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

23 9) NOTICES. All Notices provided for in this Covenant shall be deemed received when
24 personally delivered, or two (2) days following mailing by certified mail, return receipt requested.
25 All mailing shall be addressed to the respective parties at their addresses set forth below, or at such
26 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

 Chief Executive Officer
 Young Scholars for Academic
 Empowerment, dba TruEvolution, Inc.
 3839 Brockton Avenue
 Riverside, CA 92501

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

14 12) NOTICE AND OPPORTUNITY TO CURE. Prior to exercising any remedies
15 hereunder, COUNTY shall give OWNER notice of such default pursuant to Section 9 above. Any
16 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).
26

 If a violation of any of the covenants or provisions of this Covenant remains uncured after
the respective time period set forth in this section, COUNTY and its successors and assigns,

1 without regard to whether COUNTY or its successors and assigns is an owner of any land or
2 interest therein to which these covenants relate, may institute and prosecute any proceedings at
3 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel
4 specific performance by OWNER of its obligations hereunder. No delay in enforcing the
5 provisions hereof as to any breach or violation shall impair, damage or waive the right of any party
6 entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation
7 or repetition of such breach or violations or any similar breach or violation hereof at any later time.
8 Any cure tendered by Owner's limited partner shall be accepted or rejected on the same basis as if
9 tendered by OWNER.

10 13) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.

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

21 14) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or
22 modified only by a written amendment signed by authorized representatives of both parties.

23 15) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be governed
24 by the laws of the State of California. Any legal action related to the performance or interpretation
25 of this Covenant shall be filed only in the Superior Court of the State of California located in
26 Riverside, California, and the parties waive any provision of law providing for a change of venue
to another location. In the event any provision in this Covenant is held by a court of competent
jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless

1 continue in full force without being impaired or invalidated in any way.

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

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

8 18) PROJECT MONITORING AND EVALUATION.

9 a) Inspections. During the Term, COUNTY will perform on-site
10 inspections of the Property to determine compliance with the property standards and to
11 verify the information submitted by the owners in accordance with requirements. The on-
12 site inspections must occur within 12 months after Covenant recorded and at least once
13 every 3 years thereafter during the Term. If there are observed deficiencies for any of the
14 inspectable items in the property standards established by COUNTY, a follow-up on-site
15 inspection to verify that deficiencies are corrected must occur within 12 months.
16 COUNTY may establish a list of non-hazardous deficiencies for which correction can be
17 verified by third party documentation (e.g., paid invoice for work order) rather than re-
18 inspection. Health and safety deficiencies must be corrected immediately. COUNTY must
19 adopt a more frequent inspection schedule for properties that have been found to have
20 health and safety deficiencies.
21

22 19) ACCESS TO PROPERTY. Representatives of COUNTY shall have the right of access
23 to the Property, upon 24 hours' written notice to OWNER (except in the case of an emergency, in
24 which case COUNTY 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 Property in
26 accordance with this Covenant and the Agreement.

20) COUNTERPARTS. This Covenant 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

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

YOUNG SCHOLARS FOR ACADEMIC
EMPOWERMENT, DBA TRUEEVOLUTION, INC.
a California nonprofit public benefit corporation

BY: FORM COPY - DO NOT SIGN BY: FORM COPY - DO NOT SIGN

Name: Heidi Marshall

Name: Gabriel Maldonado,

Title: Director HWS

Title: Chief Executive Officer

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

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

PARCEL 1: APN 214-292-005 – 4132 UNIVERSITY AVENUE, RIVERSIDE, CA 92501
THE REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 80 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF BLOCK 8, RANGE 11, TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY;

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

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

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

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

PARCEL 2: APN 214-292-022 – 3839 BROCKTON AVENUE, RIVERSIDE, CA 92501
PARCEL A AS SHOWN ON PARCEL MERGER P07-0270, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 07, 2007 AS INSTRUMENT NO. 2007-0733731, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

BEGINNING AT THE MOST EASTERLY CORNER OF BLOCK 8, RANGE 11 OF SAID TOWN OF RIVERSIDE;

THENCE SOUTH 29°00'00" WEST ALONG THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET) AS SHOWN ON PARCEL MAP 7811 BY MAP RECORDED IN BOOK 25 OF PARCEL MAPS AT PAGE 67, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 98.00 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED TO THE CITY

OF RIVERSIDE RECORDED JULY 7, 1961 AS INSTRUMENT NO. 58133, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 60°55'45" WEST, PARALLEL WITH THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET) AS SHOWN ON SAID PARCEL MAP 7811, A DISTANCE OF 11.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED TO THE CITY OF RIVERSIDE RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 188647, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 29°00'00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID DEED TO THE CITY OF RIVERSIDE, RECORDED OCTOBER 29, 1982, A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO OWEN C. LOCKE ET UX., BY DEED RECORDED FEBRUARY 8, 1958 AS INSTRUMENT NO. 12203, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 60°55'45" WEST, PARALLEL WITH THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET), A DISTANCE OF 139.00 FEET;

THENCE NORTH 29°00'00" EAST, PARALLEL WITH THE WESTERLY LINE OF BROCKTON STREET (FORMERLY WALNUT STREET), A DISTANCE OF 50.00 FEET;

THENCE SOUTH 60°55'45" EAST, PARALLEL WITH THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET), A DISTANCE OF 70.00 FEET;

THENCE NORTH 29°00'00" EAST, PARALLEL WITH THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET), A DISTANCE OF 98.00 FEET;

THENCE SOUTH 60°55'45" EAST, ALONG THE SOUTHERLY LINE OF UNIVERSITY AVENUE (FORMERLY 8TH STREET), A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF BLOCK 8, RANGE 11 OF SAID TOWN OF RIVERSIDE, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT DISTANT NORTH 60°55'45" WEST, A DISTANCE OF 30.02 FEET MEASURED ALONG THE SOUTHERLY LINE OF SAID UNIVERSITY AVENUE (FORMERLY 8TH STREET) FROM THE MOST EASTERLY CORNER OF BLOCK 8, RANGE 11 OF SAID TOWN OF RIVERSIDE;

THENCE SOUTH 19°08'18" EAST, A DISTANCE OF 25.54 FEET TO A LINE PARALLEL WITH AND 44.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID BROCKTON AVENUE (FORMERLY WALNUT STREET);

THENCE SOUTH 29°00'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 130.98 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND

CONVEYED TO SAID OWEN C. LOCKE ET UX., BEING THE TERMINATION OF SAID LINE DESCRIPTION.

PARCEL 3: APN 214-292-008 – 3853 BROCKTON AVENUE, RIVERSIDE, CA 92501 THAT PORTION OF BLOCK 8, RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS BY METES AND BOUNDS BEGINNING AT A POINT ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 132 FEET NORTHERLY FROM THE SOUTHEASTERLY CORNER OF BLOCK 8;

THENCE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 165 FEET;

THENCE NORTHERLY, PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 50 FEET;

THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF EIGHTH STREET (NOW UNIVERSITY AVENUE), 165 FEET;

THENCE SOUTHERLY ON THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 50 FEET, TO THE POINT OF BEGINNING.

PARCEL 4: APN 214-292-009 – 3865 BROCKTON AVENUE, RIVERSIDE, CA 92501 THAT PORTION OF BLOCK 8, RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET) 94.6 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID BLOCK 8, RANGE 11 OF TOWN OF RIVERSIDE;

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

THENCE NORTHERLY AT A RIGHT ANGLE AND PARALLEL WITH THE WESTERLY LINE OF BROCKTON AVENUE (FORMERLY WALNUT STREET) 37.4 FEET;

THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 120 FEET; THENCE SOUTHERLY 37.4 FEET TO THE POINT OF BEGINNING.

PARCEL 5: APN 214-292-010 – 3879 BROCKTON AVENUE, RIVERSIDE, CA 92501 THAT PORTION OF BLOCK 8 OF RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP

RECORDED IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS DESCRIBED AS FOLLOWS:

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

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

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

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

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

PARCEL 6: APN 214-292-013 – 4145 9TH STREET, RIVERSIDE, CA 92501
BEGINNING AT A POINT ON THE NORTHERLY LINE OF NINTH STREET, 120 FEET WESTERLY FROM THE SOUTHEASTERLY CORNER OF BLOCK 8, RANGE 11 OF THE TOWN OF RIVERSIDE, CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF— CALIFORNIA AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE AT A RIGHT ANGLE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 132 FEET;

THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF NINTH STREET, 45 FEET;

THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF WALNUT STREET (NOW BROCKTON AVENUE), 132 FEET TO THE NORTHERLY LINE OF NINTH STREET;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF NINTH STREET, 45 FEET TO THE POINT OF BEGINNING.

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

Increase in Appropriations:

21340-5502000000-536200	Contrib. To Non-County Agency	\$	3,063,000
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Increase in Estimated Revenues:

21340-5502000000-750340	CA-State Revenue	\$	3,063,000
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