

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



ITEM: 3.9
(ID # 24116)

MEETING DATE:
Tuesday, March 05, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2024-052, Approving the County of Riverside's Home Rehabilitation Program ("HRP Program") and Authorizing the Director of Housing and Workforce Solutions, or Designee to Administer the HRP Program on Behalf of the County of Riverside; Adopt Resolution 2024-053 Authorizing the Director of Housing and Workforce Solutions, or Designee, to Procure, Execute, and Administer All Contracts in an amount not to exceed \$50,000 for the Completion of Projects Associated with the Home Rehabilitation Program ("HRP Program") Using American Rescue Plan Act (ARPA) Funds; Approve an Allocation up to \$1,000,000 in ARPA Funds for the HRP Program with 5% set aside for program administration; Approve the HRP Program Guidelines; and, Approve the Forms of the Contract Templates; District 5. [\$1,000,000 – 100% Federal ARPA Funds] (CEQA Exempt) (Clerk of the Board to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) and is not deemed a project under CEQA per Section 15004(b);

Continued on Page 2

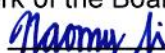
ACTION:Policy


Heidi Marshall, Director 2/22/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: March 5, 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. 2024-052, Approving Funding Allocation and the County of Riverside's Home Rehabilitation Program ("HRP Program") and Authorizing the Director of Housing and Workforce Solutions, or Designee to Administer the HRP Program on Behalf of the County of Riverside's Fifth District;
3. Adopt Resolution No. 2024-053, Authorizing the Director of Housing and Workforce Solutions, or designee, to Procure, Execute, and Administer All Contracts in an amount not to exceed \$50,000 for the Completion of Projects Associated with the Home Rehabilitation Program ("HRP Program") Using American Rescue Plan Act (ARPA) Funds;
4. Authorize the use of up to \$50,000 to pay direct County staff related and delivery costs for the HRP Program;
5. Approve the attached HRP Program Information/Policies ("Program Manual");
6. Approve the forms for the County of Riverside's HRP Program: Homeowner Grant Agreement, including all attachments, Covenant Agreement, General Contractor Agreement, Project Completion Form and Release of Covenant (collectively, the "Grant Documents"), all approved as to form by County Counsel;
7. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to make administrative revisions and amendments to the HRP Program Guidelines, subject to approval as to form by County Counsel;
8. Authorize the Director of HWS, or designee, to take all necessary steps to implement the HRP Program including, but not limited to, approving expenditures of funding approved by the Board, drafting, negotiating, and executing, subsequent essential and relevant documents, including but not limited to, HRP Program Grant Documents for qualified residents in an amount not to exceed \$50,000 per household that substantially conform in form and substance to the attached HRP Homeowner Agreement, HRP Covenant Agreements, HRP Contractor Agreement and associated HRP related forms, subject to approval as to form by County Counsel;
9. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Agreement(s), including but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; (b) signing any necessary agreement(s), and (c) negotiating, signing and implementing any amendments to any Grant Documents or agreement(s), subject to approval by County Counsel; and
10. 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.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$1,000,000	\$1,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% American Rescue Plan Act Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 19, 2021, the Board of Supervisors allocated \$50,000,000 for the purpose of addressing homelessness through development of affordable housing and providing shelter. The \$50,000,000 allocation was further divided into five \$10,000,000 investments to each Supervisorial District. The funding allocated by the Board was the State and Local Fiscal Recovery Funds (SLFRF) allocated to the County as part of the American Rescue Plan Act (ARPA) of 2021 (Pub. L 117-2). The ARPA funds are to focus on projects and/or programs that will increase the supply of permanent supportive housing which are critical to addressing homelessness. On February 27, 2024, the Board allocated \$6,200,000 in ARPA funds for various housing and workforce related programs within the 5th District, of which \$1,000,000 was allocated for this proposed housing rehabilitation program.

To directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the Fifth Supervisorial District of County of Riverside (Fifth District), the Department of Housing and Workforce Solutions (HWS) will develop and administer the Housing Rehabilitation Program (HRP Program).

The HRP Program will offer grant funds, derived from the Fifth District's American Rescue Plan (ARPA) Allocation, in an amount not to exceed \$50,000 to eligible residents of the Fifth District making at or below 65% of the Area Median Income for purposes which include, but are not limited to, energy efficiency measures, health and safety of the occupants, and other items necessary to bring their homes into code compliance. A priority will be placed on mobile homes that are located within mobile home parks that are not currently eligible for the Riverside County's Community Development Block Grant (CDBG) funded Home Enhancement Program. Staff recommends approval of ARPA funds and direct project staffing and delivery costs in an amount not to exceed 5% of ARPA funds as follows:

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

HRP Program – Programmatic	\$ 950,000	ARPA Project Funding
HRP Program – Admin.	\$ 50,000	Direct Project Staffing and Delivery Costs (5%)
Total	\$1,000,000	

The HRP Program finance documents will include a grant agreement and affordability covenants restricting resale of the homes for a period of 5 years.

To ensure equitable disbursement of grant funds throughout the Fifth District, HWS will undergo a target marketing program to mobile home parks and unincorporated communities. Additionally, HWS shall work with local code enforcement and building officials to solicit referrals for current units with code violations.

The eligible repairs will be solicited to licensed and qualified construction contractors through a competitive bid process and subsequently be awarded to the most responsive and responsible bidder. Ineligible repairs are those not related to health and safety that involve routine maintenance, cosmetic repairs, or luxury improvements. To ensure professional rehabilitation, HWS will secure a mobile home contractor to provide related services, including, but not limited to, inspecting units, and determining the feasibility of the unit's rehabilitation.

HWS will advertise and post separate Request for Proposals (RFP's) and Invitation for Bids (IFB's) for all phases of the Project. A competitive bidding process will be followed in accordance with the County's procurement policies. The qualified, licensed contractor that is the lowest bidder that responds to the solicitations that is found to be both responsible and responsive will be awarded the contract(s), subject to approval of all documents as to form by County Counsel.

HWS is requesting approval of Resolution No. 2024-052, which is a delegation of authority from the Board of Supervisors to the Director of the Housing and Workforce Solutions, or designee to advertise, procure, and contract with a construction/project manager and all related contractors necessary to complete projects associated with the HRP Program, as needed, and approval of the Grant Documents templates.

Additionally, to facilitate implementation and administration of the HRP Program, increase program efficiency, and save administrative costs, staff recommends that the Board adopt Resolution No. 2024-053, delegating to the Director of Housing and Workforce Solutions, or designee the authority to: (i) approve, issue, and modify grants to qualified Fifth District households in an amount not exceeding \$50,000, in accordance with the HRP Program guidelines, and (ii) draft, negotiate, approve and execute essential and relevant documents, including but not limited to, program Grant Documents for qualified households, such as grant agreements, covenant agreements, and other agreements, subject to the satisfaction of certain conditions precedent for the benefit of the County, and further subject to approval as to form by County Counsel. The result will be safe and decent housing for residents within the Fifth District.

CEQA

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

Pursuant to the California Environmental Quality Act (CEQA), the program was reviewed and determined to be exempt under State CEQA Guidelines section 15061(b)(3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the approval of the HRP Program and related authorizations to administer, contract, procure will lead to any direct or reasonably indirect physical environmental impacts. Any activities or projects arising out of the HRP Program will be subject to separate CEQA review prior to taking any choice limiting or discretionary action in connection with such projects or activities. The action has also been determined to not be a project pursuant to State CEQA Guidelines section 15004(b). A Notice of Exemption will be filed by the Clerk of the Board with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within 5 business days of approval of this item.

Impact on Residents and Businesses

The HRP Program will at a minimum will reduce the number of substandard units by approximately 20 within the Fifth District of the County of Riverside, generate temporary rehabilitation construction jobs, maintain, and extend the life of the existing affordable housing inventory, and improve the quality of life for the homeowner population. Furthermore, the rehabilitation improvements may increase property values and provide additional property tax revenue to the local jurisdictions.

ATTACHMENTS:

- Resolution 2024-052
- Resolution 2024-053
- Home Rehabilitation Program Guidelines
- Home Rehabilitation Program Homeowner Grant Agreement
- Home Rehabilitation Program Covenant Agreement
- Home Rehabilitation Program General Contractor Agreement
- Home Rehabilitation Program Release of Covenant Grant Agreement
- Home Rehabilitation Program Project Completion Form
- Notice of Exemption


Brianria Lontajo, Principal Management Analyst 2/28/2024


Aaron Gettis, Chief Deputy County Counsel 2/23/2024


Aaron Gettis, Chief Deputy County Counsel 2/23/2024

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202400262
03/06/2024 09:17 AM 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: (760) 863-2541

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: +19519558126

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: Home Rehabilitation Program (HRP Program) using American Rescue Plan Act (ARPA) Funds

Project Location (include county): Fifth Supervisorial District, County of Riverside, State of California

Project Description: The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$1,000,000 in American Rescue Plan Act (ARPA) Funds allocated to the Fifth Supervisorial District's ARPA allocation to provide home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the Fifth Supervisorial District. Eligible residents will receive a one-time grant amount not to exceed \$50,000 and will be subject to resale restrictions wherein the homes may be sold to income eligible households at or below 65% of area median income for the County of Riverside in which a regulatory agreement will be recorded for each of these projects for a term of five (5) years.

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

March 5, 2024 and has made the following determinations regarding the above described project:
(tentative date)

Find that the Home Rehabilitation Program (HRP Program) using American Rescue Plan Act (ARPA) Funds 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) Title: Deputy Director
Juan Garcia

Date: 2/21/24 Date received for filing at OPR: _____

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2024-052

APPROVING FUNDING ALLOCATION AND THE COUNTY OF RIVERSIDE'S HOME REHABILITATION PROGRAM (HRP PROGRAM) AND AUTHORIZING THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS , OR DESIGNEE, TO ADMINISTER THE HRP PROGRAM ON BEHALF OF THE COUNTY OF RIVERSIDE

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;

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

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness. The \$50,000,000 allocation was further divided into five (5) \$10,000,000 investments to each supervisorial districts; and

WHEREAS, COUNTY now desires to approve an amount not to exceed \$1,000,000 in ARPA funds derived from the Fifth Supervisorial District’s allocation, to be used by the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) to administer the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”). The HRP Program will provide home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the low-income homeowner population of the Fifth District of County of Riverside.

*RESOLUTION NO. 2024-052
Housing and Workforce Solutions*

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO
DATE: 2/22/2024

1 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by
2 the Board of Supervisors of the County of Riverside, State of California, (“Board”), in regular
3 session assembled on March 5, 2024 at 9:30 a.m. or soon thereafter, in the meeting room of the
4 Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
5 Riverside, California, that this Board does hereby determine and declare as follows:

- 6 1. That the above recitals are true and correct and incorporated as though set forth herein.
- 7 2. The Board hereby establishes the Home Rehabilitation Program (“HRP Program”).
- 8 3. Subject to any restrictions on the use of ARPA funds and Department of Treasury
9 regulations, the Board of Supervisors agrees to allocate \$1,000,000 from the Fifth
10 Supervisory District’s ARPA allocation to fund the Home Rehabilitation Program
11 administered by HWS.
- 12 4. The HRP Program will offer grant funds to eligible residents of Fifth Supervisory
13 District to pay for home rehabilitation and enhancement services. A five-year
14 affordability covenant will be recorded on title of owner-occupied, single-family, stick-
15 built, manufactured, or modular homes affixed to the property owner’s private property.
- 16 5. Eligible uses of the HRP Program funds include, but are not limited to:
 - 17 i. Home Health and Safety Issues/Systems;
 - 18 ii. Home Improvements; and
 - 19 iii. Energy Efficiency Measures, i.e., doors, windows, weatherization, etc.
 - 20 iv. Repairs needed for residential homes that meet the County’s Code
21 Enforcement Policies and Procedures definition of
22 “Deteriorated/Deteriorating” adopted in November 2017.
- 23 6. Each eligible applicant may receive a one-time grant in an amount not to exceed
24 \$50,000 per household.
- 25 7. HWS will create list of verified licensed contractors and solicit a minimum of three (3)
26 bids for each project selecting the lowest, most responsive and efficient bidder.
27 Exceptions can be made on case by case basis. Selected contractor will inspect unit and
28 determine feasibility of the unit’s rehabilitation.

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- 8. The HRP Program will require participants to execute a Homeowner Grant Agreement and Covenant Agreement imposing affordability covenants restricting resale of the homes for a 5- year period.
- 9. The Board authorizes the Director of the Housing and Workforce Solutions (“HWS”), or designee, to administer the HRP Program on behalf of the County of Riverside and to make administrative revisions and amendments to the HRP Program guidelines, subject to approval as to form by County Counsel
- 10. The Board authorizes the Director of the Housing and Workforce Solutions (“HWS”), or designee, and to take all necessary steps to implement the HRP Program including, but not limited to, approving expenditures of funding approved by the Board, drafting, negotiating, and executing, subsequent essential and relevant documents, including but not limited to, HRP Program grant documents for qualified Fifth Supervisorial District residents in a not to exceed grant amount of \$50,000 per household, including grant application, grant agreement, covenant agreement, contractor agreement and associated HRP Program documents subject to approval as to form by County Counsel.

This Resolution shall take effect immediately upon its adoption.

ROLL CALL:

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

Nays: None

Absent: None

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

KIMBERLY A. RECTOR, Clerk of said Board

By: Naomy Li
Deputy

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2024-053

AUTHORIZING THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS, OR DESIGNEE, TO PROCURE, EXECUTE, AND ADMINISTER ALL CONTRACTS IN AN AMOUNT NOT TO EXCEED \$50,000 FOR THE COMPLETION OF PROJECTS ASSOCIATED WITH THE HOME REHABILITATION PROGRAM USING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;

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

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness. The \$50,000,000 allocation was further divided into five (5) \$10,000,000 investments to each supervisorial districts;

WHEREAS, Resolution 2024-052 filed concurrently authorized the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) to allow the COUNTY to administer the Home Rehabilitation Program in conjunction with the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) to provide home rehabilitation and enhancement services to remediate substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the low-income homeowner population of the Fifth District of County of Riverside; and

WHEREAS, HWS desires to create list of verified licensed contractors and from said list

*RESOLUTION NO. 2024-053
Housing and Workforce Solutions*

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO
DATE: 2/22/2024

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1 solicit a minimum of three (3) bids for each project selecting the lowest, most responsive and
2 efficient bidder in order to ensure that the HRP Program's projects continue uninterrupted, grant
3 fund are available and spent down in accordance with any funding deadlines so that all HRP
4 Program projects are able to be completed in a timely manner.

5
6 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND**
7 **ORDERED** by the Board of Supervisors of the County of Riverside ("Board"), in regular session
8 assembled on March 5, 2024, at 9:30 a.m., or soon thereafter, in the meeting room of the Board
9 located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside,
10 California, that this Board does hereby determine and declare as follows:

- 11 1. The Director of HWS, or designee, is authorized to advertise, procure, and contract on
12 behalf of the County of Riverside as regards to the HRP Program in an amount not to
13 exceed \$50,000. This authority shall include execution of necessary contract
14 documents, agreements, amendments (that increase or otherwise modify the contract)
15 and related documents required to complete the HRP Program's projects. HRP
16 Program Agreements and amendments shall be approved as to form by County
17 Counsel.
- 18 2. The Director of HWS, or designee, shall administer the grant funds allocated to HRP
19 Program, shall implement and administer HRP Program and sign all HRP Agreements
20 exhibits, reports, or similar documents made or required for completion of the HRP
21 Program's projects.
- 22 3. The Director of HWS, or designee, shall promptly report to the Board grant funding
23 changes for County Budget and Auditor-Controller purposes. The Director of HWS,
24 or designee, shall also promptly report to the Board any material changes or significant
25 new developments related to HRP Program.
- 26 4. Each project funded under the HRP Program shall comply with all applicable local,
27 state, and federal laws and regulations.

28 This Resolution shall take effect immediately upon its adoption.

2
3 RESOLUTION NO. 2024-053

4 AUTHORIZE THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS, OR
5 DESIGNEE, TO PROCURE, EXECUTE, AND ADMINISTER ALL CONTRACTS IN AN
6 AMOUNT NOT TO EXCEED \$50,000 FOR THE COMPLETION OF PROJECTS ASSOCIATED
7 WITH THE HOME REHABILITATION PROGRAM USING AMERICAN RESCUE PLAN ACT
8 (ARPA FUNDS)

9
10 ROLL CALL:

11
12 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

13 Nays: None

14 Absent: None

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

19
20 KIMBERLY A. RECTOR, Clerk of said Board

21
22 By: Naomy Li
23 Deputy



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

HOME REHABILITATION PROGRAM

Program Information/Policies



A complete Home Rehabilitation Program participation packet:

1. Program Information (Information for Applicant Only); and
2. Application & Supporting Documents (Required to be collected with Application)

Revised January 2024

HRP Program

1

FORM APPROVED COUNTY COUNSEL
BY: Paula S. Salcido 2/22/2024
PAULA S. SALCIDO DATE

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HOME REHABILITATION PROGRAM (HRP)

Policies

On XXXXXXXX, 2024 (Minute Item X.XX), the Board of Supervisors approved a \$1,000,000 American Rescue Plan Act (ARPA) fund allocation to implement the Home Rehabilitation Program (HRP Program). The HRP Program provides grants to rehabilitate stick-built and manufactured or modular homes, owner-occupied single-family residences in the Fifth Supervisorial District within the County of Riverside.

TARGET MARKET PROGRAM

To ensure equitable disbursement of grant funds throughout the Fifth Supervisorial District, Housing and Workforce Solutions will undergo a target marketing program to mobile home parks and unincorporated communities. This marketing program will include:

1. In-person flyers distribution;
2. Property manager/landlord engagement;
3. Direct mail;
4. Business to consumer marketing; and/or
5. Information sessions.

TERMS

1. HRP Program grants are only available for qualified homeowners residing in the unincorporated communities of the Fifth Supervisorial District within the County of Riverside and the following cities.

- Eligible Locations:**
- City of Moreno Valley
 - City of San Jacinto
 - City of Hemet
 - City of Calimesa
 - City of Beaumont
 - City of Banning

***Preference will be given to households living in unincorporated communities of the Fifth Supervisorial District

2. HRP Program grants can only be used to assist low-income qualified homeowners of the Fifth Supervisorial District with home repairs, handicap accessibility improvements, which include minor roof repairs, broken/missing windows, exterior paint, fence repair, and other eligible exterior/interior improvements.
3. The maximum grant amount is \$50,000. Home Rehabilitation Program grant is a one-time benefit regardless of total grant amount awarded.

4. To be considered for a HRP grant, applicants must meet the following Qualifying Thresholds:
 - Total Household Income at or below 65% of the County Median Income per HUD Income Limits;
 - The applicant must be the owner-occupant of the property;
 - The property must be located within the Fifth Supervisorial District of the County;
 - Property taxes must be current;
 - One homeowner must be either a US Citizen or a Qualified Alien as per Section 431 of the Personal Responsibility and Work Opportunity Act (PRWORA).
5. A Riverside County HWS staff person or approved Partner Agency will prioritize the repairs and improvements based upon the health, safety, and needs of the property. Riverside County staff reserves the right and has the discretion to determine and deny the approval of any application based on the reasonableness of the exterior repairs requested for the home.
6. All participants of this program shall indemnify and hold the County of Riverside and their elected officials, officers, agents, employees, and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of the borrowers and guarantors, its officers, agents, employees, contractors, subcontractors and independent contractors for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its users' and responsibilities in connection therewith of the property or the condition thereof, and all borrowers and guarantors shall defend, at its expense, including attorney fees, the County of Riverside and their elected officials, officers, agents, employees, and independent contractors in any legal action based upon such alleged acts or omission.

PRIORITIZATION

A priority will be placed on mobile homes within the Fifth District that are located within mobile home parks that are not currently eligible for the Riverside County's Community Development Block Grant (CDBG) funded Home Enhancement Program.

- Prioritized Locations:**
- Unincorporated communities of the Fifth Supervisorial District

ELIGIBILITY REQUIREMENTS

1. All applicants for the Home Rehabilitation Program must be the owner-occupant of the property to be repaired.
2. All properties must be owner-occupied, single-family, stick-built, manufactured, or modular homes. The properties may be located on owned land or installed on leased property.

3. Property must have been owned by the applicant for a minimum of one year prior to application.
4. Subject property must be the only real property owned by the applicant in the United States.
5. The household living in the property must qualify as a low-income household (at or below 65% of the County Median Income per HUD Income Limits).
6. The property must be currently insured by a valid property insurance policy including flood coverage if in a flood zone. (In some instances, the house may need to have repair measures in order to be insured. If these conditions exist, the repairs that will enable the homeowner(s) to obtain insurance may be completed, but homeowner's insurance must be obtained prior to project completion).
7. Individual properties will be thoroughly assessed on a case-by-case basis. The County reserves the right to deny eligibility in the event of any of the following:
 - a. The total anticipated cost of the improvements/enhancements is less than \$500 and exceeds the maximum amount of \$50,000.
 - b. Inspection results prove that substantial improvement outcomes will not be realized; or
 - c. Rehabilitation of the property will not be cost-effective to the owner or the County.

SECURITY

Participants are required to enter into a **five (5)** year Covenant agreement that:

1. Restricts the use of the property to an affordable single-family dwelling, encumbers the land, and restricts the sale and future loans against the property for the duration of the agreement.
2. Requires the property owner to provide continued maintenance of the entire property, interior and exterior, for the duration of the agreement.

ELIGIBLE REPAIRS

To ensure that the goals of the HRP are met, the following list of specific priorities has been established to serve as a guide for the personnel assigned to the program. It should be noted that the items listed are not meant to exclude other improvements, and staff members are encouraged to explore additional means for meeting the overall program goals:

- Health and Safety Issues/Systems
- Energy Efficiency Measures, i.e., doors, windows, weatherization, etc.
- Address repairs needed for residential homes that meet the County's Code Enforcement Policies and Procedures definition of "Deteriorated/Deteriorating" adopted in November 2017

Note: Certain improvements are subject to specific requirements and limitations

EXAMPLES OF REPAIRS ARE LISTED BELOW AND ARE PRIORITIZED BY HEALTH AND SAFETY RISKS.

EXTERIOR REPAIRS:

- Minor Roof Repair / Roof Replacement (if necessary)
- Replacement of broken or missing windows and doors (energy efficiency)
- Repair or replace damaged and falling fencing (equivalent to existing fencing material)
- Exterior paint and other improvements
- Repair or replace flashing and guttering.
- Repair or replace porches and steps.
- Entry doors/security doors.
- Removal of aging, dangerous trees and/or hedges (to be considered for this service, homeowner(s) will be required to install a water-smart landscape, gardening, and/or vegetation upon project completion).

INTERIOR REPAIRS:

- Ceiling;
- Flooring;
- Plumbing;
- Accessibility Improvements;
- Heating, Ventilation, and Air Conditioning (HVAC); and
- Air conditioning repairs and/or replacement.

Repairs will be determined during the inspection site visit and will be reviewed for eligibility.

INELIGIBLE REPAIRS

Ineligible uses of program grant funds shall include, but are not limited to, the following:

- Off-Site Improvements (including any improvements to property not located on the same parcel nor directly benefiting the single-family dwelling);
- Interim financing;
- Real property acquisition;
- Operating and maintenance costs;
- Refinancing or consolidation of existing debt;
- Consultant fees to personnel other than licensed professionals;
- Costs incurred prior to project approval;
- Esthetic remodeling and upgrades;
- Landscaping maintenance and upkeep
- Foundation repairs;
- Non-capital equipment; and
- Temporary and permanent relocation expenses.

APPLICATION PRE-SCREENING

To ensure eligibility, applicants are encouraged to participate in a pre-screening, which can be completed:

- Through an Eligibility Self-Check, accessible at our Housing and Workforce Solutions Website; or
- Over the phone by calling HWS Staff at (760) 863-2586 or (951) 955-0358 .

APPLICATION SUBMISSION

After the pre-screening is completed, and eligibility is confirmed, residents are to complete a HRP Program Application, see **Exhibit A**. Completed applications submitted to HWS will be reviewed and evaluated on a first-come, first-served basis. The application process may require coordination with multiple departments of the County of Riverside and various other local jurisdictions, including local code enforcement and building officials to solicit referrals.

The applicant shall:

- Submit a completed application package with all required attachments; and
- Be available for further clarifications, requests, and follow-up questions during the review process.

INITIAL VISIT – APPLICATION REVIEW

The HWS Program Manager will schedule an initial revisit with the applicant to collect and review the Application.

The HWS Program Manager and applicant will:

1. Review Minimum Requirements

Determine the minimum threshold requirements as described above in the **TERMS** and **ELIGIBILITY REQUIREMENTS** section of this document. *The applicant's submission will not proceed beyond this point of the review process should it be determined that the applicant does not meet all minimum threshold requirements.*

2. Review Program Documents, to ensure that the homeowner(s) are informed of all program requirements, documents, and terms of program participation.

HRP Program Policies and Guidelines, including:

Sample Grant Agreement, **Exhibit B**

Sample Covenant Agreement, **Exhibit C**

Receipt of Sample Agreements Acknowledgment

Right of Entry Authorization, see **Exhibit D**

If the home is built prior to 1978, informational material regarding lead-based paint will be provided, along with a Lead Pamphlet Receipt Form, see **Exhibit E**.

3. Inspect the Property

Pictures of the dwelling and yard will be taken. Pictures need to be inclusive of the entire property and should consist of, at a minimum, the following:

Direct frontal view taken from across the street; Corner frontal view taken from across the street;

Corner frontal view taken from across the street from the opposite direction;

Same views from any other street frontages if the home is on a corner lot; and

Localized areas of repair.

PROJECT SET-UP

After completing the initial review, the HWS Program Manager will begin the project set-up, including reviewing the application for feasibility. This review will include the following analysis:

Property Ownership: Staff will review the record of Title/Grant Deed/Registration to ensure that the applicant is the owner of the subject property.

Lead/Asbestos

Environmental Review

Complete Historic and Architectural Assessment

HRP Program

Is the Home 50 Years or Older (If Yes Continue)

Take Exterior Pictures from all Angles of Home

Complete Flood Plain Identification

Determine if the Home is located in any 100-Year Flood Plain using the Flood Hazard Protection Checklist Form; (If yes continue)

Homeowner(s) are required to obtain and submit Evidence of Flood Hazard Insurance.

INSPECTION

After the project set-up, the HWS Program Manager will schedule an on-site inspection on the property with an approved HWS vendor. In cooperation with the applicant, the HWS Program Manager/partner agency will prepare a Statement of Work using the "Inspection Work Write Up" template, see **Exhibit F**.

The Statement of Work describes the problem(s) identified during the on-site inspection of the property and will be presented to the homeowner(s) for review, comment, and approval. HWS Program Manager should understand and be specific in their definition of the statement of work. Specificity ensures that bids are comparable and enhances the ability of the contractors to accurately respond to the bid request.

The "Work Write Up" must address the following priorities of repairs:

- Health and Safety Issues/Systems
- Improvements
- Energy Efficiency Measures

BID

After the on-site inspection of the property with the appropriate partner agency and homeowner(s) is completed, the bidding process will begin.

- HWS staff is required to solicit a minimum of three (3) bids from an HWS contractor listing.
- Bid requests shall be sent on an approved Invitation to Bid Form/Letter.
- All bids must have a closing date.
- The contractor shall bid utilizing the Work Write-Up Form, see **Exhibit G**. If the bid requires minor clarification as to the repairs included in the scope of work, HWS staff will contact the Contractor to request clarification.
- Contracts cannot be awarded prior to the bid closing date.
- After the bid closing date, HWS staff will select the lowest, most responsive, and the most efficient bidder.
- Exceptions can be made on a case-by-case basis.
- The homeowner(s) may recommend a contractor; however, the contractor must be solicited in compliance with the competitive bid process listed above. In addition, the contractor must become an HWS approved vendor prior to the award of a contract.

SELECTING A CONTRACTOR

- The selection of the contractor is done using a competitive bid comparison.
- All bid proposals that are received will be documented and filed in the Case File.
- HWS staff will evaluate the bids for cost-reasonableness, consistency, and accuracy with respect to the requested repairs, and will select the contractor of choice.

- If the selected contractor is not the low bidder, staff must justify the rationale for the selection, and it must be approved by management.
- The unsuccessful contractors have the right to know why they were not selected, and they can view all bids received. Once a Contractor has been selected, the unsuccessful bidder cannot be allowed to alter a bid.

THE PRE-CONSTRUCTION CONFERENCE

HWS staff will schedule a Pre-Construction Conference that includes the participation of the Homeowner(s) and the Contractor.

The Conference provides the opportunity to clarify:

- The scope of work;
- The agreement between the homeowner(s), the contractor, and HWS staff/representatives; and
- Disbursement of Funds.

During the Pre-Construction Conference the following items must be completed and be signed by all applicable parties:

Pre-Construction letter, see **Exhibit H**.

Approval and Funds Release Form, see **Exhibit I**.

Following the pre-construction conference, the contractor will submit to HWS staff the agreed-upon scope of work including the brands, sizes, warranties, and specification of materials on a Contract Form that requires the signature of the contractor and homeowner(s).

AGREEMENTS

Upon Management review and approval, HWS staff will prepare all applicable documents. Once all applicable documents are reviewed and approved by County Counsel, HWS staff will schedule a meeting with the Homeowner(s) to execute the following documents:

Notice to Proceed, see **Exhibit J**.

The Agreement between HWS and Homeowner(s)

The Agreement between Homeowner(s) and Contractor

The Covenant Agreement

Once the above-mentioned documents are fully executed by all parties, including County Counsel and the County, the project will be eligible to incur costs and beginning rehabilitation.

CONSTRUCTION

During construction, HWS staff will maintain communication with the contractor. HWS staff conduct site visits to the worksite to ensure satisfactory progression, inspect and photograph the property at least twice during this phase.

Additional processes during the construction phase, includes:

1. CHANGE ORDERS

A change order, see **Exhibit K**, is appropriate when it is necessary to amend the original Work Write Up. The change order must be limited to items that are:

- a. Not reasonably foreseen and not included in the original Work Write-Up; and
- b. A necessary amendment without which satisfactory completion of the project is not feasible.

A change order is not appropriate to increase or substantially modify the scope of work.

HWS Staff can approve change order requests if the change order does not exceed ten percent (10%) of the original funding allocation and does not cause the total rehabilitation cost to exceed total maximum grant of \$50,000. Change orders exceeding ten percent (10%) of the original funding allocation must be approved by the HWS Development Manager or Assistant Director.

The engaged contractor must submit a request for a change order to the HWS representative. Requests may be made verbally for field changes but need to be followed by a written request providing justification for the change. Written requests from engaged contractors must be submitted on the contractor's company letterhead.

A change order shall be approved only if both of the following criteria are met:

- The additional work is a direct result of the work scope; and
- The additional work is not caused by the fault of the contractor.

2. CONTRACTOR PAYMENTS

All disbursements will be controlled by HWS in such a manner as to ensure project completion without misallocation of funds. Additionally, all disbursements and subsequent repayments will be in compliance with documentation, security instruments, and covenant agreements.

HWS staff may process progress invoices from the contractor based upon the following criteria:

- A site visit verifying completion of the work outlined on the invoice;
- Photograph the completed portions of the job listed on the invoice; and
- Homeowner(s) signs the payment request voucher.

HWS staff shall retain twenty-five percent (25%) of the original assistance amount to ensure project completion.

PROJECT COMPLETION

Upon receipt of the notice, invoice, and conditional release of lien from the Contractor certifying that the repairs are completed according to the Contractual Agreement and "Work Write-Up". HWS will:

Conduct a final inspection in cooperation with the homeowner(s) and contractor and the homeowner(s)'s signature will be secured on all required final documents;

If all the repairs are not completed, a punch list will be developed, and the contractor will only be paid for those items completed satisfactorily. The homeowner(s) must agree to cooperate with HWS staff in all required inspections.

Photograph the dwelling, localized areas of repair, and the yard; and

Give the homeowner(s) a copy of the completed Project Completion Acknowledgment form, see **Exhibit L**.

PROJECT MONITORING

Beginning in 2024, the new monitoring procedures shall be implemented to ensure compliance. At a minimum, during each fiscal year, 10% of all Home Rehabilitation Program projects will be selected for a compliance review.

To conduct the random selection from the homeownership portfolio, staff will prepare an excel worksheet that includes all homeowners. Staff will then use the Excel formula for the Random Selection of 10% of the total portfolio. The selected participants will receive a monitoring package in

the mail and will have 20 days to return it. The Program Manager will then coordinate a scheduled site visit if nothing is returned with the homeowner(s) to ensure all aspects of the grant are in compliance. If selected, the Monitoring visit will include:

- Self-Certification form;
- Copy of most recent utility bill;
- Copy of current homeowners' insurance; and
- Proof of taxes paid.

EXHIBIT A



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

HOME REHABILITATION PROGRAM (HRP)

Application



ALL SECTIONS OF THIS APPLICATION, INCLUDING ATTACHMENTS AND EXHIBITS, MUST BE COMPLETE AND ACCURATE TO BE CONSIDERED FOR FUNDING. REVIEW YOUR APPLICATION AND ATTACHMENTS/EXHIBITS FOR COMPLETENESS. INCOMPLETE PACKAGES WILL NOT BE CONSIDERED.

Revised: January 2024

The program is designed to help low income-qualified homeowners of the 5th Supervisorial District fix or repair their homes.

Eligibility Requirements:

- Total household income may not exceed 65% of the area median by family size.
- Occupant must be the homeowner(s) and reside in the Fifth Supervisorial District.
 - *Moreno Valley, City of San Jacinto, City of Hemet, City of Calimesa, City of Beaumont, City of Banning, Community of Banning Bench, Cherry Valley, Community of Cabazon, Community of Nuevo, Community of Lakeview, Community of Reche Canyon, Poppet Flats, and Community of San Timoteo.*
- Stick-built or modular home (attached to private land) or mobile or manufactured home (attached to private land or leased land) that is an owner-occupied single-family residence, may be eligible.
- One homeowner must be either a US Citizen or Qualified Alien as per Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)

A priority will be placed on mobile or manufactured homes within the Fifth District that are located within mobile home parks that are not currently eligible for the Riverside County's Community Development Block Grant (CDBG) funded Home Enhancement Program.

- Unincorporated communities of the Fifth District

PLEASE PRINT CLEARLY

Applicant				
	Last Name	First Name	Home Phone	Work Phone
Co-Applicant Or Spouse				
	Last Name	First Name	Home Phone	Work Phone
Address				
	Street Address	City	State	Zip
Mailing Address				
	Street Address/P.O. Box	City	State	Zip
Place of Employment				
	Applicant		Co-Applicant	
Yearly Gross Income	\$ _____	Is this income from all sources?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you received Home Repair services in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Do you have grant or retirement income?	<input type="checkbox"/> Social Security	<input type="checkbox"/> Disability	<input type="checkbox"/> TANF	
	<input type="checkbox"/> Pension	<input type="checkbox"/> SSI	<input type="checkbox"/> Other _____	

Are you the owner and occupant of the property*? Yes No

Is the home a mobile home, manufactured home, or a house? (mobile home is built prior to 1976, manufactured is built after 1976)

Mobile Home
 Manufactured- Home
 House

***Proof of Ownership: A copy of the Grant Deed for the property must be attached. The applicant must be the owner of record.**

How many people live in the house? _____ How many adults? _____ How many children? _____

List the names of all household occupants, relationship, date of birth, source, and amount of income:
*I understand that the employment and income information provided above is subject to verification by the County of Riverside.
 I agree to submit to the County, upon request, any additional documentation for employment and income verification.*

Name	Relationship	Date of Birth	Source of Income	Amount of Income

Ethnicity of Head of Household:

- White
- Black
- Native American
- Asian Pacific
- Hispanic
- Native Hawaiian
- Other

Is the head of household female? Yes No

Is the Head of Household a U.S. Citizen/ Legal Resident? Yes No

Is Head of Household 62 years of age or older/or disabled? Yes No

Property Description:

What year was the house built? _____ Square footage? _____

Has Code Enforcement cited your property?
 Yes No

TYPE OF HOUSE REPAIRS REQUESTED:

Please select up to five (5) improvements listed below that are needed for your property, in order of importance:

- _____ Window/Glass
- _____ Flashing or Gutter
- _____ Exterior Walls or Trim
- _____ Door(s)
- _____ Exterior Paint
- _____ Minor Driveway Repairs
- _____ Minor Roof Repairs
- _____ Minor Porch or Step Repairs
- _____ Other _____

COUNTY OF RIVERSIDE HOUSING AND WORKFORCE SOLUTIONS (HWS) REQUIRES THAT THE HOMEOWNER(S)/APPLICANT AND CO-APPLICANT SIGN AN AGREEMENT ENTITLED "HOMEOWNER(S) GRANT AGREEMENT" AS A CONDITION TO RECEIVING ASSISTANCE FROM THIS PROGRAM. THIS AGREEMENT DOES LIMIT AND AFFECT THE PROPERTY AND INCLUDES THE FOLLOWING RESTRICTIONS AND REQUIREMENTS:

- 1) IF HOME IS AFFIXED ON REAL PROPERTY THE COVENANT AGREEMENT WILL BE RECORDED AGAINST THE PROPERTY WITH THE COUNTY RECORDER'S OFFICE. THE AGREEMENT, WHEN RECORDED, IS NOT A LIEN AGAINST THE PROPERTY BUT DOES CREATE CONDITIONS UNDER WHICH THE PROPERTY MUST BE MAINTAINED OR SOLD. IF THE HOME SITS ON LEASED LAND THE COVENANT WILL BE EXECUTED BY ALL PARTIES BUT NOT RECORDED.
- 2) THE COVENANT AGREEMENT HAS A LIFE OF FIVE (5) YEARS.
- 3) THE COVENANT AGREEMENT IS BINDING ON ALL PERSONS WHO OWN THE PROPERTY DURING THE FIVE (5) YEAR PERIOD.
- 4) THE COVENANT AGREEMENT REQUIRES THAT A LOW-INCOME FAMILY OCCUPY THE PROPERTY AT THE TIME OF APPLICATION AND APPROVAL.
- 5) THE COVENANT AGREEMENT REQUIRES THAT AT LEAST ONE OWNER OF THE PROPERTY MUST BE EITHER A US CITIZEN OR QUALIFIED ALIEN AS PER SECTION 431 OF THE PERSONAL RESPONSIBILITY AND WORK OPPORTUNITY RECONCILIATION ACT (PRWORA).
- 6) THE COVENANT AGREEMENT REQUIRES PROOF OF CURRENT HOMEOWNERS INSURANCE
- 7) THE COVENANT AGREEMENT REQUIRES THAT THE COMPLETE INTERIOR AND EXTERIOR OF THE PROPERTY BE MAINTAINED.
- 8) THE COVENANT AGREEMENT REQUIRES THAT ALL LANDSCAPING BE MAINTAINED AND TRASH IS PROPERLY DISPOSED AND CONTAINED.
- 9) DURING THE LIFE OF THE COVENANT IF YOU FAIL TO PERFORM REASONABLE, PERIODIC MAINTENANCE ON YOUR PROPERTY, RIVERSIDE COUNTY WILL RESOLVE THE PROBLEM AREA, AND YOU WILL BE BILLED FOR THE WORK COMPLETED. IF YOU FAIL TO REIMBURSE THE COUNTY FOR REPAIRS AND MAINTENANCE, YOU MAY BE DECLARED TO BE IN DEFAULT OF THE COVENANT AND LIABLE NON-MONETARY OBLIGATIONS.
- 10) DURING THE LIFE OF THE COVENANT HWS PROGRAM MANAGER(S) WILL CONDUCT A SITE VISITS TO INCLUDE PHOTOS OF THE PROPERTY

PARTICIPATION IN OUR PROGRAMS IS DEPENDENT UPON MEETING ELIGIBILITY REQUIREMENTS. THE AMOUNT OF THE GRANT WILL BE DEPENDENT UPON THE WORK APPROVED BY OUR AGENCY. THE GRANT WILL BE SECURED BY A COVENANT AGREEMENT AGAINST THE REAL PROPERTY.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED, SO IT IS IMPORTANT THAT ALL ITEMS REQUESTED BE SUBMITTED WITH YOUR APPLICATION (SEE ATTACHED POLICIES OF ELIGIBILITY REQUIREMENTS).

THIS APPLICATION WILL REMAIN ON FILE UNTIL ELIGIBILITY IS DETERMINED, BUT NO MORE THAN ONE (1) YEAR.

THIS IS NOT AN ENTITLEMENT PROGRAM AND IS SUBJECT TO AVAILABILITY OF FUNDS. GUIDELINES AND ELIGIBILITY REQUIREMENTS ARE SUBJECT TO CHANGE AT ANY TIME. RIVERSIDE COUNTY STAFF RESERVES THE RIGHT AND HAS THE DISCRETION TO DETERMINE AND DENY THE APPROVAL OF ANY APPLICATION BASED ON REASONABLENESS OF THE EXTERIOR REPAIRS REQUESTED FOR THE HOME.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. TITLE 28, SECTION 1001, PROVIDES: "WHOEVER, IN ANY MATTER WITHIN THE JURISDICTION OF ANY DEPARTMENT OR AGENCY OF THE UNITED STATES KNOWINGLY AND WILLFULLY FALSIFIES OR MAKE ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR ENTRY, SHALL BE FINED UP TO \$10,000, OR IMPRISONED UP TO 5 YEARS OR BOTH."

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT AND THAT I AND THE CO-APPLICANT FULLY UNDERSTAND THE COVENANT AGREEMENT CONDITIONS STATED ABOVE.

I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS. I ACCEPT THESE REQUIREMENTS AND VOLUNTARILY APPLY TO THIS PROGRAM.

Applicant's Signature

Date

Co-Applicant's Signature

Date

Do Not Mail Back – Call to request an appointment.

**FOR FURTHER INFORMATION, PLEASE CALL A PROGRAM REPRESENTATIVE
MIGUEL QUIJADA AT (951) 955-0358 OR GRACE ESCOBAR AT 760-863-2586**

FOR OFFICE USE ONLY:

PER STATE INCOME GUIDELINES - 80% MEDIAN INCOME NOT TO EXCEED: \$ _____

LOW: \$ _____ VERY LOW: \$ _____ EXTREMELY LOW: \$ _____

FEMALE HEAD OF HOUSEHOLD: YES _____ NO _____

FOCUS AREA: _____

PROGRAM: Home Enhancement Program

APPROVED BY: _____

DATE: _____

DATE OF PROPERTY INSPECTION: _____

DATE OF RECORDED COVENANTS: _____

EXHIBIT A

AUTHORIZATION FOR RELEASE OF INFORMATION

CONSENT

The undersigned applicant authorizes and directs any Federal, State, or local agency, organization, business, or individual to release to County of Riverside Housing and Workforce Solutions (HWS) any information or materials needed to complete and verify an application for participation and assistance.

The undersigned applicant understands and agrees that this authorization or the information obtained with its use may be given to and used by the U.S. Department of the Treasury, Department of Housing and Urban Development (HUD) and California State Department of Housing and Community Development (HCD) in administering and enforcing program rules and policies.

The undersigned applicant also consents to allow HWS to conduct a credit inquiry and to release information from my file to HUD, HCD, credit bureaus, collection agencies, or future investors. This includes records on my payment history and violations of leases or agreements.

COMPUTER MATCHING NOTICE AND CONSENT

The undersigned applicant understands and agrees that HUD or HWS may conduct computer-matching programs to verify the information supplied for my application. If a computer match is done, the undersigned applicant understands that it has the right to receive notification of adverse information found and a chance to disprove incorrect information. HUD or HWS may in the course of its duties exchange such automated information with other Federal, State, or local agencies.

CONDITIONS

The undersigned applicant agrees that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file with HWS and will stay in effect for one year and one month from the date signed. The undersigned applicant understands that they have a right to review their file and correct any information that can be proven is incorrect.

PLEASE COMPLETE AND SIGN:

PERSONAL CREDIT INFORMATION

Applicant's Full Name	Applicant's Social Security Number	Applicant's Date of Birth
Co-Applicant's Full Name	Co-Applicant's Social Security Number	Co-Applicant's Date of Birth

PERSONAL RESIDENCE

Street Address	City	State	Zip
----------------	------	-------	-----

I hereby authorize the release of any and all information required in the processing of my application. I further authorize HWS to release such information to any entity as required in the processing of my application.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

HOME REHABILITATION PROGRAM (HRP)

PARTICIPATION IN OUR PROGRAM REQUIRES PROOF THAT YOU MEET THE ELIGIBILITY GUIDELINES. PLEASE SUBMIT THE FOLLOWING APPLICABLE DOCUMENTS WITH YOUR APPLICATION:

PROOF OF INCOME

- Federal Tax Returns** requires copies of the last two years Federal Tax Returns and W2 forms, signed and dated, or statement that you are not required to file. If you do not file - contact the **IRS at (800) 908-9946** to request your Transcripts.
- Employment Income** requires copies of the last pay check stub for all employed household members showing year-to-date income totals.
- Rental Income** requires copies of Rental Agreements and schedules identifying rental income.
- Social Security income** requires copies of award letters and/or copies of the Social Security income checks for each household member receiving benefits.
- Retirement income** requires copies of award letters and/or copies of Retirement income checks for each household member receiving benefits.
- Alimony/Child Support** requires Divorce Decree and evidence that payments are received regularly as verified by canceled checks or bank statements.
- Self Employment Income** requires the most recent year-to-date profit and loss statement, and a balance sheet prepared and signed by an accountant.

PROOF OF OWNERSHIP

- Provide a copy of the **GRANT DEED, and if applicable, DEED OF TRUST**, for stick-built and modular home or **TITLE AND REGISTRATION** for Manufactured and mobile Home) that is an owner-occupied single-family residence.

ADDITIONAL DOCUMENTS REQUIRED

- Enclose a copy of your homeowner's insurance cover page showing your agents name, address, phone number, the amount of coverage and expiration date.
- Enclose a copy of your most recent property tax bill.
- Enclose a copy of your California Driver's License or Identification Card.
- For legal Residents, Enclose a copy of your United States Permanent Resident Card (USCIS Form I-551), formerly Alien Registration Card or Alien Registration Receipt Card (INS Form I-151) (Commonly known as a "Green Card" (US Green Card; I551))

To ensure that we have an accurate list of the items that are included please mark the appropriate boxes of the items that are enclosed.

FY 2023 HOME Income Limits

U.S. DEPARTMENT OF HUD

STATE: CALIFORNIA	2023 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
30% LIMITS	19600	22400	25200	27950	30200	32450	34700	36900
VERY LOW INCOME	32650	37300	41950	46600	50350	54100	57800	61550
60% LIMITS	39180	44760	50340	55920	60420	64920	69360	73860
LOW INCOME	52200	59650	67100	74550	80550	86500	92450	98450

Effective:
June 15, 2023

EXHIBIT B

**HOMEOWNER GRANT AGREEMENT
PROJECT NO. FILE # / PROJECT #
FOR THE COUNTY OF RIVERSIDE
HOME REHABILITATION PROGRAM**

This HOMEOWNER GRANT AGREEMENT FOR THE COUNTY OF RIVERSIDE HOME REHABILITATION PROGRAM (“AGREEMENT”) is made and entered into as of this **Day** of **Month, Year**, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and **HOMEOWNER’s Name, vesting** (“HOMEOWNER”). COUNTY and HOMEOWNER are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;

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

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness. The \$50,000,000 allocation was further divided into five (5) \$10,000,000 investments to each supervisorial districts;

WHEREAS, on March 5, 2024, via Minute Order ____, the Board of Supervisors allocated up to \$1,000,000 in ARPA Funds from the Fifth District ARPA funds, and adopted Resolution 2024-052 and Resolution 2024-053 thereby establishing the Home Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner occupied, single family residences located in the Fifth District of Riverside County,

WHEREAS, COUNTY administers the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) for the purpose of providing home rehabilitation and enhancement services to directly address substandard housing units, maintain

and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the Fifth District of County of Riverside;

WHEREAS, HOMEOWNER is the owner of real property more commonly known as **Insert PROPERTY Address** located in the County of Riverside as described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (“PROPERTY”). The PROPERTY is a single-family home;

WHEREAS, COUNTY has established a bidding process to attract qualified contractors to provide such home rehabilitation services for the HRP PROGRAM and HOMEOWNER has signed an agreement with a contractor (“Contractor”) participating in the PROGRAM for the rehabilitation of the PROPERTY;

WHEREAS, the rehabilitation of the PROPERTY will assist the COUNTY in implementing the PROGRAM and assist in improving and enhancing the County for its residents;

WHEREAS, HOMEOWNER wishes to participate in the PROGRAM and receive financial assistance to pay costs for home rehabilitation and enhancement services provided to the PROPERTY; and

WHEREAS, the Parties desire to enter in this AGREEMENT to provide for the GRANT of the PROGRAM funds by COUNTY to HOMEOWNER for the rehabilitation of the PROPERTY as more specifically set forth below.

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

- 1) Purpose of agreement. The purpose of this AGREEMENT is to set forth the terms and conditions by which the COUNTY will grant up to **Samount** in PROGRAM funds (“PROGRAM GRANT”) for the rehabilitation of the PROPERTY upon the terms and conditions set forth herein and in the Scope of WORK attached hereto as Exhibit “B” and incorporated herein by this reference (“Scope of WORK” or “WORK”). Except to the extent of the PROGRAM GRANT, the cost of constructing the WORK on the PROPERTY shall be the sole responsibility of the HOMEOWNER, without any cost to the COUNTY.
- 2) Term of Agreement. The term of this AGREEMENT shall commence on the Effective Date (defined below) and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until five (5) years from the date the Covenant Agreement is recorded in the Official Records of Recorder’s Office of the County of Riverside.
- 3) Location of Work. HOMEOWNER shall permit the Scope of WORK to be performed pursuant

to this AGREEMENT at the PROPERTY located at **(insert street address)** as specifically set forth herein.

4) Scope of Work.

- a) Both COUNTY and HOMEOWNER have reviewed and approved the Scope of WORK to be performed on the PROPERTY pursuant to this AGREEMENT and the Scope of WORK (Exhibit B); and
- b) The PROPERTY shall be developed in accordance with and within the limitations established in the Scope of WORK (Exhibit B) and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT and permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.

5) Program Grant Terms. The PROGRAM GRANT from the COUNTY shall be used to pay all costs for the WORK set forth in the Scope of WORK. The COUNTY shall pay to the Contractor the Construction Amount (defined below), for the benefit of the HOMEOWNER, to rehabilitate the PROPERTY pursuant to this AGREEMENT. The term "Construction Amount" means the cost to complete the WORK to be performed by the Contractor, which shall not exceed the PROGRAM GRANT amount.

- a) Term of Program Grant. The term of the PROGRAM GRANT shall be five (5) years from the date the Covenant AGREEMENT (defined in section 13 below) is recorded in the Official Records of the Recorder's Office of the County of Riverside ("PROGRAM GRANT Term").
- b) Program Grant Amount. The amount of the PROGRAM GRANT shall not exceed the maximum total amount of \$50,000.00 including all expenses.
- c) Interest. The PROGRAM GRANT shall not bear interest.
- d) Disbursement of Program Grant. The PROGRAM GRANT shall be disbursed to the COUNTY-approved contractor on behalf of the HOMEOWNER pursuant to section 10 below.
- e) Repayment of Program Grant. Provided HOMEOWNER is not in default under the term of this AGREEMENT and/or the Covenant AGREEMENT, HOMEOWNER shall not be required to make any payments toward the principal amount of the PROGRAM GRANT and the PROGRAM GRANT amount shall be forgiven in its entirety by the COUNTY upon the expiration of the PROGRAM GRANT Term.
- f) Use Restrictions. In consideration for the PROGRAM GRANT, HOMEOWNER shall occupy the PROPERTY as HOMEOWNER's principal residence for the duration of the PROGRAM GRANT Term. In addition, during the PROGRAM GRANT Term

any Transfer by HOMEOWNER, except for a Permitted Transfer (defined below) shall be prohibited without the written approval of COUNTY in its sole discretion, except as otherwise set forth herein and in the Covenant AGREEMENT (defined below). Any Transfer, including a Permitted Transfer, of the PROPERTY by HOMEOWNER shall be subject to this AGREEMENT and the Covenant AGREEMENT. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the PROPERTY, including unpermitted financing or refinancing of the PROPERTY. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance, or intestacy to a party who does not meet the definition of Low-Income Household (defined below); (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the PROPERTY; (v) any voluntary conveyance of the PROPERTY; or (vi) a refinance of any mortgage loan encumbering the PROPERTY not approved in writing by the COUNTY. The transfer shall not include a Permitted Transfer.

The term, "Permitted Transfer" used herein shall mean the following transfers of title or interests therein:

- (1) A transfer resulting from the death of HOMEOWNER where the transfer is to the spouse who is also a HOMEOWNER.
- (2) A transfer by the HOMEOWNER to his/her spouse where the spouse becomes the co-owner of the PROPERTY and enters into an assumption agreement relating to any existing mortgage loans and this AGREEMENT.
- (3) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the HOMEOWNER to continue to make loan payments by which a spouse who is an obligor becomes the sole owner of the PROPERTY; or
- (4) A transfer into an inter vivos trust in which the HOMEOWNER or HOMEOWNERS are beneficiaries.

Low Income shall mean a household having an income equal to or less than 65% Median Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) Section 570.3.

6) Construction of the Project.

- a) No later than forty-five (45) days after the Effective Date, HOMEOWNER shall promptly begin and/ or permit to begin and thereafter diligently prosecute to

completion and/or cause the completion of construction of the WORK as provided in the Scope of WORK. HOMEOWNER shall permit completion of all construction no later than ninety (90) days after the Effective Date of this AGREEMENT, with such reasonable extensions of said times as may be granted by the COUNTY as provided herein.

- b) COUNTY shall select a Contractor to construct the work from a COUNTY-approved contractor list.
 - c) COUNTY shall have the right to hold a project walk-thru at the PROPERTY.
 - d) HOMEOWNER shall permit the construction of the WORK to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety, and health standards; nondiscrimination requirements; and accessibility for the disabled.
- 7) Pre-Construction Conference. After awarding the WORK, the COUNTY shall coordinate a pre-construction conference between COUNTY, HOMEOWNER, and the Contractor to review the finalized labor and materials needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually agreed upon by COUNTY and HOMEOWNER.
- 8) Notice to Proceed. No labor shall be performed for the WORK until COUNTY sends a written notice to proceed to HOMEOWNER with a copy to the Contractor. The WORK shall commence within twenty (20) workdays after the notice to proceed is delivered to the Contractor.
- 9) Purchase Order. Prior to disbursement of the PROGRAM GRANT funds, the HOMEOWNER shall sign and approve the purchase order identifying the cost and scope of the WORK.
- 10) Disbursement of Funds.
- a) The PROGRAM GRANT funds shall be directly disbursed by COUNTY to the Contractor for WORK expenses in accordance with the General Contractor agreement entered into between the HOMEOWNER and Contractor on **INSERT AGREEMENT DATE**.
 - b) COUNTY shall retain 25% of the PROGRAM GRANT funds until Completion of the WORK as determined by COUNTY and shall make progress payments to the contractor as specifically set forth below of the remaining balance. The term "Completion" shall mean the point in time when all of the following shall have occurred: (1) receipt of a Notice of Completion by Contractor; (2) certification or equivalent by HOMEOWNER that work has been completed in a good and workmanlike manner and substantially in accordance with the AGREEMENT and the General Contractor agreement. (3) payment, settlement or other extinguishment,

discharge, release, waiver, bonding, or insuring against any mechanic's liens that have been recorded or stop notices that have been delivered, and (4) the PROPERTY has been rehabilitated in accordance with this AGREEMENT, the Scope of WORK and any other documents pursuant to this AGREEMENT.

- c) COUNTY shall make final payment to Contractor upon Completion and HOMEOWNER's final acceptance and written sign-off for the WORK, including, but not limited to the HRP Project completion documents provided by COUNTY to HOMEOWNER.
- d) Without limiting the COUNTY's disclaimer of responsibility for the construction of the WORK set forth in Section 20 below, If HOMEOWNER disputes the WORK performed, HOMEOWNER shall submit written notice to Contractor with a copy to COUNTY, within ten (10) calendar days of final inspection specifying dispute and description of unsatisfactory work. If no dispute in writing is received by COUNTY and Contractor the WORK will be deemed acceptable by HOMEOWNER, and payment will be made to the Contractor. HOMEOWNER acknowledges and agrees that COUNTY shall not be responsible for any of the WORK performed on the PROPERTY as more specifically set forth in Section 20 below.
- e) The Contractor shall be paid only in accordance with an invoice submitted to COUNTY by Contractor and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by HOMEOWNER. HOMEOWNER shall cause the Contractor to prepare invoices in duplicate. For this AGREEMENT, send the original and duplicate copies of invoices to:

County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the WORK (hourly rate and extensions, if applicable); and an invoice total.

In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

- 11) Inspection of Completed Work. Without limiting COUNTY's disclaimer of responsibility for the work, upon Completion of the WORK, COUNTY, and HOMEOWNER shall inspect the WORK completed by the Contractor. Upon Completion and acceptance of the WORK by HOMEOWNER, COUNTY shall make final payment to the Contractor in accordance with section 10 above.
- 12) Completion Schedule. HOMEOWNER shall cause the WORK to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this AGREEMENT, which period may be extended by COUNTY in writing should the COUNTY deem such extension as necessary to complete the WORK. Every term, condition, and requirement of this AGREEMENT shall continue in full force and effect during the period of such extension.
- 13) Covenant Agreement. As a condition precedent to COUNTY'S disbursement of PROGRAM GRANT funds, HOMEOWNER shall execute and COUNTY shall record in the Official Records of the Recorder's Office of County of Riverside, a Covenant AGREEMENT, substantially conforming in form and substance to Exhibit "C" attached hereto and incorporated herein by this reference ("Covenant AGREEMENT"). The recordation of the Covenant AGREEMENT in the Official Records of Riverside County shall be a condition precedent to the disbursement of the PROGRAM GRANT funds. The Covenant AGREEMENT sets forth, among other things, the use restrictions, maintenance obligations and non-discrimination covenants set forth herein. The Covenant AGREEMENT shall run with the land in favor of COUNTY and shall remain in effect for a period of five (5) years from the date Covenant AGREEMENT is recorded in the Official Records.
- 14) Occupancy and Maintenance of Property. HOMEOWNER shall occupy and use the PROPERTY as HOMEOWNER's principal residence during the Covenant Term, including any extensions. In addition to the PROPERTY maintenance requirements set forth in Covenant AGREEMENT, HOMEOWNER covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the PROPERTY or any part thereof) that HOMEOWNER shall maintain, at its sole cost and expense, the PROPERTY, including, but not limited to improvements, both interior and exterior, and landscaping on the PROPERTY in a clean, safe, sanitary and presentable condition consistent with community standards, and in a manner which will uphold the value of the PROPERTY. HOMEOWNER shall keep the PROPERTY free from any accumulation of debris and waste. HOMEOWNER shall comply with all applicable federal, state, and local laws concerning the use, occupancy, and maintenance of the PROPERTY.
- 15) Non-Discrimination Covenants. [Title VI of the Civil Rights Act of 1964 and OMB Approval

2535-0113] HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this AGREEMENT; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations.

In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the PROPERTY or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the PROPERTY nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the PROPERTY. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or no segregation clauses:

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

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as

those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

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

16) Hazardous Substances

a) HOMEOWNER shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on the PROPERTY. HOMEOWNER shall not allow anyone else to do anything affecting the PROPERTY that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the PROPERTY of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to the maintenance of the PROPERTY.

b) HOMEOWNER shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit, or other action by any government or regulatory agency or a private party involving the PROPERTY and any hazardous substance or violation of Environmental Law issue of which the HOMEOWNER has knowledge. If HOMEOWNER learns or is notified by any governmental agency or regulatory authority, that any removal or other remediation of any hazardous substance affecting the PROPERTY is necessary, HOMEOWNER shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, HOMEOWNER shall notify any senior lender that such remedial action is necessary and shall obtain the senior lender’s prior written consent for such remedial action.

c) As used in this Section “Hazardous Substances” are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicide, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

d) As used in this Section, “Environmental Law” means federal laws and the laws of the jurisdiction where the PROPERTY is located that relate to health, safety, and environmental protection.

17) Restrictions Run with the Land. The covenants established in this AGREEMENT shall, without regard to technical classification and designation, be binding on HOMEOWNER and any successor in interest to the PROPERTY or any part thereof for the benefit and in favor of the COUNTY, its successors, and assigns. The covenants shall remain in effect for the PROGRAM GRANT Term. Each and every contract, deed, or other instrument, hereafter executed arising out of or related to the WORK or the PROPERTY or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to the restrictions set forth herein, regardless of whether such restrictions are set forth in such contract, deed, or instrument, unless and until the PROGRAM GRANT has been fully repaid or the PROGRAM GRANT Term has expired.

18) Events of Default.

a) After notice and opportunity to cure, the following events shall constitute events of default under this AGREEMENT:

- (1) If HOMEOWNER, no longer occupies the PROPERTY as HOMEOWNER’s primary residence; or
- (2) If a Transfer occurs without the prior written consent of the COUNTY, except for a Permitted Transfer; or
- (3) Upon refinancing of any debt that is secured by a lien on the PROPERTY without the prior written consent of the COUNTY; or
- (4) Breach of any term of this AGREEMENT; or
- (5) Breach of any term contained in the Covenant AGREEMENT; or
- (6) Any interference or obstruction by the HOMEOWNER that prevents the timely completion of the WORK; or
- (7) A breach under any lender documents secured by the PROPERTY.

b) A Permitted Transfer shall not be considered an event of default pursuant to this AGREEMENT.

Provided, however, that the covenants contained in, and the restrictions imposed upon the HOMEOWNER and the PROPERTY by this AGREEMENT and the Covenant AGREEMENT

shall continue to encumber and run with the title to the PROPERTY following said transfers reference above.

19) Disclaimer of Responsibility by County. Contractor Responsible for all Work; Warranty for Enhancements.

Notwithstanding anything to the contrary contained herein, COUNTY neither undertakes nor assumes nor will have any responsibility or duty to HOMEOWNER or to any third party to review, inspect, supervise, pass judgment upon, or inform HOMEOWNER or any third party of any matter in connection with the WORK, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment, or material furnished to the PROPERTY, any person furnishing the same, or otherwise. HOMEOWNER and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, the exercise of judgment, or information supplied to Developer or to any third party by COUNTY in connection with such matter is for the public purpose of rehabilitating PROPERTY, and neither HOMEOWNER (except for the purposes set forth in this AGREEMENT) nor any third party is entitled to rely thereon. COUNTY shall not be responsible for any of the work of construction, or improvement of the PROPERTY.

Unless specified differently on HOMEOWNER's County issued Purchase Order all WORK is guaranteed by Contractor for one (1) year from the date a Project Completion Form is executed by HOMEOWNER. Roofing is warranted for three (3) years from the date a Project Completion Form is executed by HOMEOWNER. The Project Completion Form is attached hereto as Exhibit "D" and incorporated herein by this reference. Natural use is covered under the warranty, but abuse or overuse are not grounds for appealing the warranty. In the event some part of the WORK completed fails to give you satisfaction, HOMEOWNER acknowledges and agrees that the Contractor is the party responsible for all warranty repairs, not COUNTY. HOMEOWNER shall contact the Contractor for any assistance in connection with the aforementioned matters. All Contractors who perform work under the HRP PROGRAM are required to take reasonable action to correct problems related to their labor, materials, or equipment installed. HOMEOWNER acknowledges and agrees to make every effort to notify the Contractor in the event HOMEOWNER is not satisfied with the work and give the Contractor a reasonable opportunity to correct the problem. Should the Contractor be unresponsive, HOMEOWNER shall have the right to pursue corrective action through the State of California, Contractor's License Board, among other remedies.

20) Warranty for Enhancements. HOMEOWNER acknowledges and agrees that Contractor shall provide a minimum of one (1) year warranty and guarantee for all labor and a minimum

manufacturer's warranty and guarantee for all material installed. Roofing is guaranteed by Contractor for three (3) years from the date a Project Completion form is executed by HOMEOWNER. COUNTY shall not provide any warranties and guarantees in connection with the WORK, including, but not limited to labor and manufacturer's warranty and guarantee for all material installed.

21) Rights of Access. Commencing upon the Effective Date, representatives of COUNTY shall have the reasonable right of access to the PROPERTY, upon twenty-four (24) hours' written notice to HOMEOWNER (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this AGREEMENT, including, but not limited to, the inspection of the WORK being performed. Such representatives of COUNTY shall be those who are so identified in writing by the Director of HWS or designee of the COUNTY.

22) Homeowner Certifications: The HOMEOWNER certifies the following:

- a) HOMEOWNER provided true and accurate information on program documents and to COUNTY and has not misrepresented HOMEOWNER's eligibility for the PROGRAM.
- b) HOMEOWNER has notified his/her/their HOMEOWNER's insurance company about the rehabilitation work to be performed pursuant to this AGREEMENT; and
- c) HOMEOWNER (including the undersigned representative of HOMEOWNER, if any) has full power, authority, and legal right to execute this AGREEMENT.
- d) HOMEOWNER hereby represents and warrants that neither the execution and delivery of this AGREEMENT, including any attachments hereto or documents related to this AGREEMENT nor the incurrence of the HOMEOWNER'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which HOMEOWNER is a party.

23) Homeowner Duties. In addition to the HOMEOWNER obligations set forth in this AGREEMENT, HOMEOWNER shall adhere to the following:

- a) HOMEOWNER, at all times, shall cooperate with COUNTY and Contractor.
- b) HOMEOWNER shall not, at any time, interfere with the timely completion of the work by the Contractor(s); and
- c) HOMEOWNER shall not change or amend the Scope of WORK without the written consent

of the COUNTY.

24) Indemnification and Hold Harmless.

- a) During the Term of this AGREEMENT, including any extensions, HOMEOWNER shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services or actions provided or caused by contractor or HOMEOWNER 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 and resulting from any reason whatsoever arising from any enhancement and/or rehabilitation service related to the work provided by HOMEOWNER or contractor; and HOMEOWNER 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 COUNTY and its Agencies, Districts, Special Districts and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- b) With respect to any action or claim subject to indemnification herein by HOMEOWNER, HOMEOWNER 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 HOMEOWNER's indemnification to COUNTY as set forth herein. HOMEOWNER's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given HOMEOWNER written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at HOMEOWNER's expense, for the defense or settlement thereof. HOMEOWNER's obligation hereunder shall be satisfied when HOMEOWNER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- c) The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe HOMEOWNER's obligations to indemnify and hold harmless the COUNTY herein from third-party claims.

25) Insurance. HOMEOWNER shall maintain PROPERTY insurance and flood insurance (flood

insurance required if Property located in designated FEMA flood zone) listing the COUNTY as additional insured for the term of this AGREEMENT. HOMEOWNER shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including floods or flooding. This insurance shall be maintained in the amounts during the PROGRAM GRANT Term in the amount of the Replacement Value.

The insurance carrier providing the insurance shall be chosen by the HOMEOWNER. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in a form acceptable to the COUNTY. COUNTY shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien, which has priority over this AGREEMENT. Subject to the rights of a senior lender, COUNTY may be named as a loss payee as its interest may appear and may be named as an additional insured. If COUNTY requires, HOMEOWNER shall promptly give to COUNTY copies of all receipts of paid premiums and renewal notices. In the event of a loss, HOMEOWNER shall give prompt notice to the insurance carrier, any senior lender, and the COUNTY. COUNTY may make proof of loss if not made promptly by any senior lender or the HOMEOWNER.

Subject to the rights of any senior lender, unless COUNTY and HOMEOWNER otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the property damaged, if the restoration or repair is economically feasible, or COUNTY's PROGRAM GRANT would be lessened, the insurance proceeds shall be applied to the sums set forth in this AGREEMENT, whether or not then due, with any excess paid to the HOMEOWNER.

If the PROPERTY is abandoned by HOMEOWNER, or if the HOMEOWNER fails to respond to COUNTY within thirty (30) days from the date notice is mailed by COUNTY to HOMEOWNER that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of any senior lender, COUNTY is authorized to collect and apply the insurance proceeds at COUNTY's option either to restoration or repair of the PROPERTY or to the PROGRAM GRANT amount set forth in this AGREEMENT.

Notwithstanding the above, the COUNTY's rights to collect and apply insurance proceeds hereunder shall be subject and subordinate to the rights of any senior lender to collect and apply such proceeds in accordance with a deed of trust.

26) Defaults, Remedies, and Termination

a) Defaults – General

Failure or delay by either party to perform any term or provision of this AGREEMENT constitutes a default under this AGREEMENT. The party who fails or delays must commence to cure,

correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this AGREEMENT, any failures, or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

If a monetary or non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of fifteen (15) calendar days after such notice is received or deemed received within which to cure the default prior to the exercise of remedies by the injured party; provided, however, the party in default shall have five (5) business days to cure in the event the default constitutes a health and/or safety hazard.

b) Institution of Legal Actions

Subject to the notice and cure provisions of section 26.a. above, in addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this AGREEMENT. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, as discussed further in Section 31 below.

c) Termination

i) HOMEOWNER shall have the right to terminate this AGREEMENT in the event COUNTY fails to perform, keep, or observe any of its duties or obligations hereunder by giving COUNTY written notice no later than thirty (30) days prior to the commencement of WORK and disbursement of any PROGRAM GRANT funds.

(ii) COUNTY may terminate this AGREEMENT without cause upon thirty (30) days written notice served upon the HOMEOWNER stating the extent and effective date of such termination.

(iii) COUNTY may, upon five (5) days written notice, terminate this AGREEMENT for HOMEOWNER'S default, if HOMEOWNER refuses or fails to comply with the terms of this AGREEMENT or fails to make progress so as to endanger performance and does not immediately cure such breach.

(iv) After receipt of the notice of termination, HOMEOWNER shall, stop or cause to be stopped all work under this AGREEMENT on the date specified in the notice of termination; and

(v) After termination, COUNTY shall make payment only for the Contractor's performance up to the date of termination in accordance with this AGREEMENT.

(vi) HOMEOWNER's rights under this AGREEMENT shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this AGREEMENT by HOMEOWNER; or in the event of HOMEOWNER's unwillingness or inability for any reason whatsoever to perform the terms of this AGREEMENT. In such event, HOMEOWNER shall not be entitled to any further PROGRAM GRANT funds under this AGREEMENT.

d) The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this AGREEMENT.

27) Independent Capacity. HOMEOWNER shall act at all times in an independent capacity during the term of this AGREEMENT, and shall not act as, shall not be, nor shall they in any manner be construed or deemed to be agents, officers, or employees of COUNTY.

28) 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.

29) Notices.

a) All correspondence and notices required or contemplated by this AGREEMENT shall be delivered to the respective parties by certified mail at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

i) **COUNTY:**

County of Riverside Housing and Workforce Solutions

Attention: Susana Orozco

P.O. Box 1528

Riverside, California 92502

or such other address as COUNTY may designate in writing to HOMEOWNER.

ii) **HOMEOWNER:**

Property's address or such other address as HOMEOWNER may designate in writing to COUNTY.

30) Condemnation

a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the PROPERTY, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to COUNTY, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this AGREEMENT.

b) In the event of a total taking of this PROPERTY, the proceeds shall be applied to the sums owed under this AGREEMENT, whether or not then due, with any excess paid to the HOMEOWNER.

- 31) Governing Law; Jurisdiction, and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 32) Compliance with Laws. HOMEOWNER shall comply with all applicable Federal, State, and local laws and regulations. HOMEOWNER will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the HOMEOWNER shall comply with the more restrictive law or regulation.
- 33) HOMEOWNER not Released, Forbearance by County not a Waiver. In the event HOMEOWNER is required to repay the PROGRAM GRANT to COUNTY, any extension of the time for repayment granted by COUNTY to any successor in interest of HOMEOWNER shall not operate to release, in any manner, the liability of the original HOMEOWNER and HOMEOWNER's successor in interest. COUNTY shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify any amounts due to COUNTY by reason of any demand made by the original HOMEOWNER and/or HOMEOWNER's successor in interest.
- 34) Binding Effect. This AGREEMENT, and the terms, provisions, promises, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. All covenants and agreements of HOMEOWNER shall be joint and several.
- 35) No Third-Party Beneficiaries. The parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and HOMEOWNER, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 36) Modifications or Amendments. This AGREEMENT shall not be modified or amended except in a written document signed by authorized representatives of both the COUNTY and HOMEOWNER.

- 37) Assignment. HOMEOWNER shall not delegate or assign any interest in this AGREEMENT, whether by operation of law or otherwise, without the prior written consent of COUNTY. No assumption of the PROGRAM GRANT shall be permitted at any time, without the express written approval of the COUNTY.
- 38) Forbearance by County not a Waiver. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. Any waiver by COUNTY of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breaches of the same or of any term thereof. Failure on the part of the COUNTY to require exact, full, and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from enforcement hereof.
- 39) Conflict of Interest. No member, official or employee of the COUNTY shall have any personal interest, direct or indirect, in the AGREEMENT nor shall any such member, official or employee participate in any decision related to the AGREEMENT which affects his personal interests or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested.
- 40) Nonliability of County Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the HOMEOWNER, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the HOMEOWNER or to its successor, or on any obligations under the terms of this AGREEMENT.
- 41) Further Assurances. The HOMEOWNER shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this AGREEMENT.
- 42) No Partnership. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than lender and borrower according to the provisions contained herein, or cause COUNTY to be responsible in any way for the debts or obligations of HOMEOWNER, or any other party.
- 43) Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the COUNTY and the HOMEOWNER. The HOMEOWNER shall proceed diligently with the performance of this AGREEMENT pending the resolution of a dispute. Prior to the filing of any legal action related to this AGREEMENT, the parties shall be obligated to attend a mediation session in Riverside

COUNTY before a neutral third-party mediator. A second session shall be required if the first session is not successful. The parties shall share the cost of the mediation.

- 44) Additional Federal Requirements. The work under this AGREEMENT is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) attached hereto as Exhibit "E" and incorporated herein by this reference.
- 45) Entire Agreement. It is expressly agreed that this AGREEMENT embodies the entire AGREEMENT of the parties in relation to the subject matter hereof, and that no other AGREEMENT or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.
- 46) Effective Date. The effective date of this AGREEMENT is the date the parties execute the AGREEMENT. If the parties execute the AGREEMENT on more than one date, then the last date the AGREEMENT is executed by a party shall be the effective date.
- 47) 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.

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

COUNTY
COUNTY OF RIVERSIDE,
a Political Subdivision of the State of California

HOMEOWNER
NAME OF HOMEOWNER(s) and Vesting

By: _____
Juan Garcia, HWS Deputy Director

By: _____
INSERT HOMEOWNER NAME

Date: _____

Date: _____

COUNTY COUNSEL
Approved as to Form:
Minh C. Tran
County Counsel

By: _____
Paula S. Salcido, Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property in the County of Riverside, State of California:
Lot 17 And 18 of Block 8 of Desert Hot Springs Tract No. 5 as shown by map on file in Book 21, Page(s) 64 of Maps,
Records of Riverside County.
More commonly known as: Hacienda Avenue /Lots 17 & 18 Desert Hot Springs Tract #5. Apn #641-153-022, Desert
Hot Springs, 92240

ALSO KNOWN AS: 66572 Hacienda Ave., Desert Hot Springs, CA 92240
APN: 641-153-008

Sample

EXHIBIT "B"
SCOPE OF WORK

Item No.	Work Item Description	UNIT (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum)
1	DOORS - Replace and weatherize all entry doors. Rekey doors to match all other entry points. The homeowner will keep the original front door and wishes only to only have the double lockset changed. TOTAL X (4) DOORS	Double lockset only 35 ½" W x 79 ½"H 35 ¾" W x 79 ½"H 35 ½" W x 79 ½"H w/ Jamb
2	WINDOW SCREENS - Replace (8) window screens only Screens will be ordered according to the window size provided. Replace the broken glass on the bathroom window. TOTAL x (8) SCREENS ONLY	48" W x 48" H – QTY 3 60" W x 48" H – QTY 2 48" W x 12" H – QTY 2 48" W x 35 ½"H
3	STUCCO REPAIR - Repair all cracks in stucco around windows and doors before painting.	Total approx. Sq. Ft. = 36 Sq. Ft.
4	ABOVE GARAGE - Repair compromised areas above the garage door with concrete and install hardware cloth or screen in attic vents on the area above the garage door. To prevent rodents from entering the dwelling.	Approx 10' Ln Ft. Concrete Fill Approx 10" x 10" Screen for round Attic Vent above garage door.
5	GARAGE DOOR OPENER - Install an automatic garage door opener to the existing garage door. Install weather stripping as needed.	Standard ½ HP Unit
6	SIDE GATE - Replace the side gate (metal) homeowner will provide a new gate to be installed.	39" W x 58" H
7	PAINT - Paint, power wash, and prep house for the paint to include the attached garage.	Approx. Sq. Ft. 1905

END OF SCOPE

EXHIBIT "C"
COVENANT AGREEMENT
(Behind this page)

EXHIBIT "D"
PROJECT COMPLETION FORM
(Behind this page)

EXHIBIT “E”
Additional Federal Requirements
(Behind this page)

EXHIBIT "E"
Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant 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, 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 Contractor/Consultant 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-discriminating clause.

2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)**, as amended Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.

11. **Access to Records and Records Retention**: The Consultant or Contractor, and any sub-consultants or sub-contractors, 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, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, 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 four (4) years after the expiration of the term of this Agreement.

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

13. **Energy Efficiency**: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

14. **Procurement of Recovered Materials (2 CFR 200.323.)** A non-Federal *entity* that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT C

(Free Recording Requested
Government Code §6103)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solution
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502 File Number: **Insert File#**
APN: **Insert APN**

COVENANT AGREEMENT

This Covenant Agreement and (“Agreement”) is made this **Insert Date** day of **Month, Year** between **Insert Homeowner Name And Vesting**, (“HOMEOWNER”) and the COUNTY OF RIVERSIDE, a political subdivision of the state of California (“COUNTY”).

RECITALS

- I. **WHEREAS**, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;
- II. **WHEREAS**, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022, when the Final Rule took effect;
- III. **WHEREAS**, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;
- IV. **WHEREAS**, on **October 19, 2021, via Minute Order 3.5**, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness. The \$50,000,000 allocation was further divided into five (5) \$10,000,000 investments to each supervisorial districts;
- V. **WHEREAS**, on March 5, 2024, via Minute Order ____, the Board of Supervisors allocated up to \$1,000,000 in ARPA Funds from the Fifth District ARPA funds, and adopted Resolution 2024-052 and Resolution 2024-053 thereby establishing the Home Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner occupied, single family residences located in the Fifth District of Riverside County,

- VI. **WHEREAS**, COUNTY administers the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) for the purpose of providing home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the Fifth District of County of Riverside;
- VII. **WHEREAS**, COUNTY administers the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) for the purpose of providing home rehabilitation and enhancement services to residents of the Fifth Supervisorial District of the COUNTY;
- VIII. **WHEREAS**, the undersigned HOMEOWNER owns that certain real property located in the COUNTY of Riverside, California, commonly described as **Insert Complete Address** and more fully described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (“Property”);
- IX. **WHEREAS**, COUNTY and HOMEOWNER entered into that certain Homeowner Grant Agreement for the County of Riverside Home Rehabilitation Program dated **Insert Date** (“Grant Agreement”), wherein, COUNTY provided HOMEOWNER a HRP Program Grant in the amount of **\$amount** (“Grant”) to be used to pay costs for home rehabilitation and enhancement services provided to the Property as more specifically set forth in the Grant Agreement;
- X. **WHEREAS**, pursuant to the Grant Agreement, HOMEOWNER is required to occupy the Property as HOMEOWNER’s principal residence for a period of five (5) years and, in the event, HOMEOWNER no longer occupies the Property, ensure that the Property remains occupied by a low-income household for the same period; and
- XI. **WHEREAS**, COUNTY and HOMEOWNER desire to memorialize HOMEOWNER’S obligation to maintain the use and affordability restrictions related to the Property pursuant to the Grant Agreement, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and HOMEOWNER, on behalf of itself and its successors, assigns, and each successor in interest or any part thereof, hereby declare and restrict the Property as follows:

ARTICLE 1 – TERMS OF AFFORDABILITY

- a) **Occupancy.** HOMEOWNER covenants and agrees that he/she or they will occupy the Property as his/her or their principal place of residence throughout his/her or their ownership of the Property during the “Affordability Period” (as defined in Section 1(b) below). The

HOMEOWNER shall be considered as occupying the Property as a principal place of residence if the HOMEOWNER is living on the Property for at least eleven (11) months out of each calendar year. HOMEOWNER shall not lease or rent the Property during the Affordability Period.

- b) **Affordability.** For a period of no less than five (5) years measured from the date this Agreement is recorded in the Official Records ("Official Records") of the County of Riverside ("Affordability Term"), the Property shall be owned and occupied by a qualified Low-Income Purchaser/Homeowner (as defined in Sections (e) and (f) below). In addition, during the Affordability Period, any Transfer of the Property by the HOMEOWNER or any subsequent HOMEOWNER shall be subject to the provisions of this Agreement. Any subsequent HOMEOWNER shall qualify as an Eligible Purchaser as the term is defined in Section (d) below.
- c) **Non-Permitted Transfer Defined.** "Non-Permitted Transfer" shall mean any sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the Property, including unpermitted financing or refinancing of the Property. Without limiting the generality of the foregoing, non-permitted transfer shall include:
- (i) A transfer by devise, inheritance or intestacy to a party who does not meet the definition of Low-Income Household (defined below);
 - (ii) A life estate;
 - (iii) Creation of a joint tenancy interest;
 - (iv) A gift of all or any portion of the Property;
 - (v) Any voluntary conveyance of the Property; or
 - (vi) A refinance of any mortgage loan encumbering the Property not approved in writing by the COUNTY.
- d) **Permitted Transfer Defined.** "Permitted Transfer" shall mean the following transfers of title or interests therein:
- (i) A transfer resulting from the death of HOMEOWNER where the transfer is to the spouse who is also a HOMEOWNER;
 - (ii) A transfer by the HOMEOWNER to his/her spouse where the spouse becomes the co-owner of the Property and enters into an assumption agreement relating to any existing mortgage loans and this Agreement;
 - (iii) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the HOMEOWNER to continue to make loan payments by which a spouse who is an obligor becomes the sole HOMEOWNER of the Property; or
 - (iv) A transfer into an inter vivos trust in which the HOMEOWNER or HOMEOWNERS are beneficiaries.
- e) **Low Income Defined.** "Low Income" shall mean a household having an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.
- f) **Eligible Purchaser Defined.** "Eligible Purchaser" shall mean a household that meets all of the following qualifications:

- (i) A household who intends to occupy the Property as its principal place of residence; and
- (ii) A household with an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3. Income is subject to verification by the COUNTY; and
- (iii) A household that pledges not to lease or rent the Property during the five (5) year Affordability Period.

ARTICLE 2 - MAINTENANCE REQUIREMENTS

- a) **Maintenance of Property.** HOMEOWNER shall, for the term of this Agreement, at its sole cost and expense, maintain the PROPERTY and the improvements thereon, including, without limitation, the buildings, fencing, parkways, landscaping, driveways, garages, carports, and lighting, in first class condition, and in decent, safe, and sanitary condition.
- b) **Interior Maintenance.** HOMEOWNER shall, for the term of this Agreement, maintain the interior of the dwelling unit(s) located on the PROPERTY in a decent, safe, and sanitary condition and shall immediately correct any health and safety code violations identified by staff of the COUNTY of Riverside.
- c) **Exterior Maintenance.** HOMEOWNER shall, for the term of this Agreement, keep the Property free from the accumulation of debris and waste materials. All exterior, and painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling, and defacing marks. No building, patio, balcony, wall, fence, or yard area, including parkways, shall be left in an unmaintained condition so that any of the following exist:
 - (i) Buildings abandoned, boarded up, partially destroyed, or left unreasonably in a state of partial construction;
 - (ii) Abandoned or non-operational vehicles;
 - (iii) Unpainted buildings or buildings with peeling paint;
 - (iv) Cause dry rot, warping, and termite infestation;
 - (v) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties;
 - (vi) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief;
 - (vii) Broken or discarded furniture, appliances, and other household equipment stored for periods exceeding one (1) week;
 - (vii) Packing boxes, lumber, trash, dirt, and other debris stored for periods exceeding one (1) week; and
 - (viii) Unscreened trashcans, bins, or containers stored for periods exceeding fifteen (15) days in areas visible from public streets and common areas.
- d) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words, and pictures, shall be removed and any necessary painting or enhancement completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to HOMEOWNER from COUNTY.

- e) **Trash.** All trash shall, for the term of this Agreement, be collected and placed in appropriate areas for pick-up by refuse haulers on normal trash pick-up days or hauled away, in a timely manner, by HOMEOWNER to an appropriate COUNTY-approved dump site if trash service is not available.

- f) **Landscaping.** All exterior areas of the PROPERTY that are not buildings, driveways, or walkways shall, for the term of this Agreement, be adequately and appropriately landscaped and maintained. The landscaping shall meet the minimum standards set from time to time by the COUNTY. Landscaping on the PROPERTY, including front, back, and side yards and parkways shall be absent of the following:
 - (i) Lawns with grasses in excess of six (6) inches in height;
 - (ii) Untrimmed hedges causing a nuisance to the public right of way;
 - (iii) Trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;
 - (iv) Trees and shrubbery grew uncontrolled without proper pruning;
 - (v) Vegetation so overgrown as to be likely to harbor rats or vermin;
 - (vi) Dead, decayed, or diseased trees, weeds, and other vegetation;
 - (vii) Inoperative irrigation system(s), if any; and
 - (viii) Parkways with ground cover in excess of eighteen (18) inches in height.

ARTICLE 3 – TAXES AND INSURANCE.

HOMEOWNER shall pay before delinquency all taxes and assessments affecting said property, when due, and all encumbrances, charges, and liens, with interest, on said property or any part thereof.

Should HOMEOWNER fail to make any payment or to do any act herein provided, then COUNTY, but without obligation to do so and upon written notice to or demand upon HOMEOWNER and without releasing HOMEOWNER from any obligation hereof, may make or do the same in such manner and to such extent as COUNTY may deem necessary to satisfy such delinquency. The costs borne by COUNTY from such payment shall become a charge, which HOMEOWNER shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

ARTICLE 4-TRANSFER

- a) **Notice of Transfer.** In the event the HOMEOWNER intends to Transfer the Property, the HOMEOWNER shall promptly notify the COUNTY in writing of such intent. Prior to executing any documents affecting such a transfer, the HOMEOWNER shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer,") in the form attached hereto as Exhibit "B" and incorporated herein by this reference by certified mail return receipt requested, to Housing and Workforce Solutions, P.O. Box 1528, Riverside, California 92502, Attention: HRP Program Manager, or such other address as the County may designate. The HOMEOWNER has the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow to purchase the Property.

- b) **County's Options to Designate an Eligible Purchaser.** In the event the HOMEOWNER wishes to sell the Property within the Term of this Agreement period, HOMEOWNER shall use best efforts and shall have the right to sell the Property to an Eligible Purchaser. In the event the HOMEOWNER proposes to Transfer the Property to a purchaser or a transferee who is not an Eligible Purchaser, the COUNTY shall have the right to terminate the Agreement and demand **Repayment of Grant upon Default** as defined in Article 8, paragraph b, The COUNTY shall have the right but not the obligation to exercise the rights granted herein in its sole and absolute discretion.
- c) **Designation of Eligible Purchaser.** Upon receipt of the Notice of Intent to Transfer, the COUNTY shall have the right, but not the obligation, to designate an Eligible Purchaser to purchase the Property in the manner set forth hereunder, if the HOMEOWNER proposed transferee is not an Eligible Purchaser. The notification to HOMEOWNER regarding the option to designate an Eligible Purchaser shall be sent by certified mail, return receipt requested.

Receipt of Notice of Intent to Transfer. Within thirty (30) days of receipt by the COUNTY of the Notice of Intent to Transfer, the COUNTY shall: (1) determine whether the proposed transferee is an Eligible Purchaser; (2) inspect the Property during reasonable hours, upon five (5) days advance notice to HOMEOWNER, HOMEOWNER shall permit the COUNTY access to the Property for such purposes; and (3) notify the HOMEOWNER regarding whether or not the COUNTY intends to exercise its right to demand **Repayment of Grant upon Default** as defined in Article 8, section b.

ARTICLE 5 - NON-DISCRIMINATION

- a) HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, that HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations. [Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113]
- b) In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, source of income, veteran or military status, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. All deeds, leases or contracts

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

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

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

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

ARTICLE 6 – TERM

- a) **Term.** The term of this Agreement shall be for five (5) years from the date of recordation of this Agreement in the Official Records of Recorder's Office of the County of Riverside ("Term"), at which time this Agreement shall expire by its own terms. That notwithstanding, the covenants against discrimination set forth in Article 5 shall run in perpetuity.
- b) **Non-liability of the County.** In no event shall the COUNTY become in any way liable or obligated to the HOMEOWNER or to any successor-in-interest of the HOMEOWNER by reason of its rights set forth in this Agreement to the HOMEOWNER or any successor-in-

interest of the HOMEOWNER for the COUNTY's failure to exercise any such rights set forth herein.

- c) **Binding on Successor and Assigns.** This Agreement shall bind, and the benefit hereof shall inure to the HOMEOWNER, and to his/her or their respective heirs, legal representative executors, successors in interest and assigns, and to the COUNTY and its successors except as provided in Article 4 paragraph (d)(3). Provided, however, upon a release of this Agreement pursuant to Article 8 paragraph (b), this Agreement shall not thereafter reattach.
- d) **Invalid Provisions.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e) **Controlling Law.** The terms of this Agreement shall be interpreted under the laws of the State of California
- f) **Interpretation of Restrictive Covenants.** The terms of this Agreement shall be interpreted to encourage to the extent possible that the maximum sale price of and mortgage payments for the Property remain affordable to households having an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

- a) HOMEOWNER hereby declares the express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind HOMEOWNER, its executors, administrators and assigns, and all persons claiming under or through HOMEOWNER and all successors in title to the PROPERTY for the Term of this Agreement. Each and every contract, deed, or other instruments hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instruments.
- b) At the point of initial occupancy, of each and every successor or assign in interest, the household occupying the housing unit shall be Low Income as defined in Article 1, paragraph e) above.

ARTICLE 8 - DEFAULT AND REMEDIES

- a) **Event of Default and Remedies.** Failure or delay by HOMEOWNER to perform any covenant, condition, or provision of this Agreement constitutes a default under this Agreement. In such event, COUNTY shall give written notice of default to HOMEOWNER, specifying the default complained of by COUNTY. Failure or delay by the COUNTY in giving such notice or asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or change the time of default, or deprive COUNTY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

HOMEOWNER shall immediately commence curing such default upon receipt of the written notice of default and shall complete such cure within thirty (30) days from the date of receipt of the written notice or such longer period if the nature of the default is such that more than thirty (30) days is required to cure such default, but in any event, no longer than ninety (90) days. Failure to cure such default within the prescribed time shall constitute an "Event of Default."

In the Event of Default or breach of any of the terms or conditions of this Agreement by HOMEOWNER, or HOMEOWNER's heirs, executors, administrators, or assigns, COUNTY may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California.

- b) **Repayment of Grant upon Default.** In the event of default, HOMEOWNER shall be required to pay to COUNTY the entire amount of a Grant herein disbursed on behalf of the HOMEOWNER to a contractor pursuant to the Grant Agreement referred to herein as ("Repayment of Grant upon Default"). Such payment shall be delivered to the COUNTY no later than fifteen (15) days after the notice is mailed to HOMEOWNER and any outstanding amounts shall be a lien against the Property until repaid, with interest at the highest rate permitted by law. Upon payment in full of the amounts owing to the COUNTY, COUNTY shall release this Agreement and the Grant Agreement from the Property (the "Notice of Release"). The COUNTY shall record the Notice to Release with the County Recorder of the County of Riverside.
- c) **Nuisance.** The result of every act or omission whereby any of the covenants contained in this Agreement are violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any HOMEOWNER or its successors in interest, without derogation of COUNTY's rights under law.
- d) **Right of Entry.** In addition to the COUNTY's right of entry under the Grant Agreement, to the extent permitted by law, following thirty (30) days written notice to the HOMEOWNER specifically outlining the noncompliance with this Agreement, the COUNTY shall also have the right of entry at reasonable hours to enforce compliance and affect the enhancements or maintenance which HOMEOWNER has failed to perform. If at any time, HOMEOWNER fails to maintain the PROPERTY in accordance with the Agreement and such condition is not corrected within five (5) days after written notice from COUNTY with respect to graffiti, debris, waste material, and general maintenance;, or thirty (30) days after written notice from COUNTY with respect to landscaping and building improvements, maintenance of a nuisance, or other violation, then COUNTY, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the PROPERTY and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the PROPERTY.
- e) **Costs of Enhancement.** The costs borne by COUNTY from such acts and work of protection, maintenance, and enhancement pursuant to Article 8, paragraph f, including a reasonable administrative charge, shall become a charge, which HOMEOWNER shall

promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

- f) **Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- g) **Failure to Enforce.** The failure to enforce any of the covenants contained in this Agreement shall be not constituted a waiver of the right to enforce the same thereafter and HOMEOWNER hereby waives and releases any statute of limitations defense in connection with any COUNTY action or proceedings to protect, assert or enforce any rights or remedy contained herein and in the Grant Agreement.

ARTICLE 9 – GENERAL PROVISIONS

- a) **Notice.** All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail, postage prepaid, certified, or registered, return receipt requested, or (b) one (1) business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

County: Riverside County Housing and Workforce Solutions
P.O. Box 1528
Riverside, California 92502
Attention: Susana Orozco- HRP Program Manager

- b) **Request for Notice of Default and Sale.** The COUNTY shall cause a Request for Notice for Default and Sale to be recorded on the Property subsequent to the recordation of any First Lien deed of trust or mortgage requesting a statutory notice of any notice of default and any notice of sale as set forth in California Civil Code Section 2924b. The recordation of the Request for Notice for Default and Sale shall not be deemed to waive the COUNTY's right to receive any other notices required by statute or otherwise.
- c) **Additional Encumbrances.** The initial HOMEOWNER and any subsequent HOMEOWNER subject to these Agreements may not encumber the Property without the prior written consent of the COUNTY.
- d) **Monitoring.** During each fiscal year for the next five (5) years, the HOMEOWNER can be selected for a random compliance review. The annual reporting period is from July 1st to June 30th. If selected, the HOMEOWNER shall report to the COUNTY, in writing, confirm that they continue to reside in the Property, have not leased or rented the Property, provide evidence of insurance, evidence of the payment of taxes, if not impounded, and provide any and all other information reasonably requested by the COUNTY to assure compliance with the terms of the Agreement on a form or forms prepared by the COUNTY. Within fifteen (15) days of a written request from the COUNTY to the HOMEOWNER, HOMEOWNER shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of the Agreement. Failure to completely and

timely comply with requests shall be deemed a material default under the terms of the Agreement.

- d) **Enforcement.** If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Article 8, COUNTY and its successors and assigns, without regard to whether the COUNTY or its successors and assigns is a HOMEOWNER of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by HOMEOWNER of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

- f) **Covenants Running with the Land.** All conditions, covenants, and restrictions contained in this Agreement shall be covenants running with the land for the Term of this Agreement, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and assigns, against HOMEOWNER, its successors, and assigns, to or of HOMEOWNER's interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The COUNTY shall be deemed the beneficiary of the covenants, conditions, and restrictions of this Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is a HOMEOWNER of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions, and restrictions contained in this Agreement shall not benefit nor be enforceable by any other HOMEOWNER of real property except the COUNTY.

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(COUNTY and HOMEOWNER Signature Next Page)

IN WITNESS WHEREOF, HOMEOWNER and COUNTY have executed this Agreement as of the day and year written below.

HOMEOWNER(s)

By: _____
INSERT HOMEOWNER NAME

By: _____
INSERT HOMEOWNER NAME

COUNTY OF RIVERSIDE (“COUNTY”)

By: _____

Juan Garcia, Deputy Director of HWS

ALL SIGNATURES MUST BE NOTARIZED

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

The following describes real property in the County of Riverside, State of California:

Lot 242 of Tract #2337, as shown by map on file in Book 43 of Maps, pages 45 to 49 of Maps, in the office of the County Recorder of said County. Excepting therefrom 1/2 of all oil hydrocarbon and mineral substances below 500 feet and without surface entry, as reserved to deed by James C. Ingebretsen and Dorothy B. Ingebretsen, filed for record February 13, 1958, as Instrument No. 10504.

ALSO KNOWN AS: 98800 Yawl Ave., Mecca, CA 92254

A.P.N.: 721-261-02

SAMPLE

EXHIBIT "B"

NOTICE OF INTENT TO TRANSFER

NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE COUNTY OF RIVERSIDE PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY

From: _____ ("Owner")

To: HOUSING AND WORKFORCE SOLUTIONS
P.O. Box 1528
Riverside, California 92502
Attention: HRP Program Manager

Re: _____ (street address)
_____, California (the "Property")

Circle appropriate words: Owner desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

Proposed Transferee: _____

Income of Proposed Transferee: _____

Household Size of Proposed Transferee: _____

Proposed Transfer Price: _____

If the County of Riverside has a program to help locate a Moderate-Income purchaser, does the Owner want the County of Riverside to help look for a Moderate-Income purchaser to buy the Property?

Yes: _____ No: _____

Date: _____

Signature of Owner

Daytime Telephone Number

EXHIBIT D

**HOME REHABILITATION PROGRAM (HRP)
RIGHT OF ENTRY AUTHORIZATION**



I/We, _____, the owner(s) of the property _____ commonly identified as _____ (address) _____, Riverside County, State of California do hereby grant and give freely and without coercion, the right of access and entry to the said property to the County of Riverside, its agencies, contractors, and subcontractors thereof, for all purposes of performing and completing the HRP services.

For the purpose of assuring compliance with this authorization, representatives of Riverside County Housing and Workforce Solutions shall have the right of reasonable access, with prior notice to the Owner(s), to portions of the above-described property that allow Riverside County to inspect and oversee the project during normal business hours.

The undersigned agrees and warrants to hold harmless the Riverside County Housing and Workforce Solutions and the County of Riverside, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above-described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise from the HRP project at the above-described property.

For the considerations and purposes set forth herein, I/We set my/our hand(s) this _____ day of _____ 2024.

Print full name

Signature of Property Owner

Print full name

Signature of Property Owner

Telephone Main Number

Other Telephone Number

EXHIBIT E

EXHIBIT F

Home Rehabilitation Program Inspection Write-Up

**Home Rehabilitation
Program**

44-199 Monroe St.

Suite B, Indio, CA 92201

<Program Manager Name>

Telephone: <Program Manager Phone Number>



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE ENCOURAGE EQUIP

Homeowner(s): <Client Name>
Address: <Client Street Address>
<Client City State Zip>
Phone: <Client Phone Number>

Contractor: <Contractor Name>
Address: <Contractor Address>
<Contractor City State Zip>
Phone: <Contractor Phone Number>

Job Description

<Insert a brief description> **Sample:** *It is the intent of the Agency to conduct, Replace shingled roof and substructure material. Roof replacement, all bids - All roofing to comply with Cool Roof Requirements in California Title 24. Contractor to provide color & roof specifications meeting a minimum of 110 mph & 30-year warranty. 70% Cool Roof Shingle. Install downspouts and gutters. Remove and replace weatherization seal around garage door as indicated. Install dusk to dawn lighting. Replace house numbers so they are visible to the street. Replace existing mailbox post. Repair and replace fascia board as indicated. Paint existing security doors and replace locks. Re-key to match all entry points. Make stucco repairs to areas indicated and prep area for paint. Prepare and paint house as indicated. Paint- all bids (All homes dated pre 1978 should be tested for lead and abatement as needed). -Prep house for painting; repair cracks, holes, patch, caulk as needed. Recommend that home be power washed prior to painting. Any exposed or bare wood is to be primed prior to painting. Contractor is to apply two (2) coats of exterior paint with a minimum of a 5-year warranty. Neutral Colors selected by the homeowner(s) they are to be approved by the County of Riverside's Program Manager. Unless indicated otherwise. All Doors, Garage Doors and Exterior doors are to be painted as indicated.*


Statement of Work

Item No.	Work Item Description	Size/Specs	Inspector to Complete	
			Unit Price	Total Price
TOTAL ESTIMATED PROJECT COST				

Type of Organization: _____

Signature: _____ Title: _____ Date: _____

EXHIBIT J

Home Rehabilitation Program Work Write-Up	 <p>Home Rehabilitation Program 44-199 Monroe St. Suite B Indio, CA 92201 <Program Manager Name> Telephone: <Program Manager Phone Number></p>
--	--

Homeowner(s): <Client Name> Address: <Client Street Address> <Client City State Zip> Phone: <Client Phone Number>	Contractor: <Contractor Name> Address: <Contractor Address> <Contractor City State Zip> Phone: <Contractor Phone Number>
---	--

Job Description

<Insert a brief description>

Statement of Work

			Contractor to Complete	
Item No.	Work Item Description	Unit (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum)	Unit Price	Total Price
	PERMITS			
	LABOR			
	Other Charges (Specify)			
Total Sum of Bid Items				

The undersign hereby proposes to furnish all labor, materials, equipment, and methods necessary for constructing all Work specified at the bid prices and the Completion Date set forth hereafter. Quantities are estimates and must include all costs for labor, materials, tools, equipment, incidentals, to be verified by the contractor. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

Contractor to obtain all required permits prior to beginning work and call the applicable Building Department for all required inspections. All prices include cost of all applicable permits. Contractor to ensure that all work is completed in compliance with all applicable codes, statutes, and related requirements, and in accordance with federal, state, and local laws, rules, and regulations. Contractor must warranty all parts and labor for a minimum of one (1) year.

Type of Organization: _____

Signature: _____ Title: _____ Date: _____

Contractor's License #: _____ Classification: _____ Expiration Date: _____

DIR Registration #: _____

EXHIBIT H

<DATE>

<HOMEOWNER(S)>

HRP Program Participant

<HOMEOWNER(S) ADDRESS>

<HOMEOWNER(S) CITY STATE ZIP>

<CONTRACTOR CONTACT

<CONTRACTOR>

<CONTRACTOR ADDRESS>

<CONTRACTOR CITY STATE ZIP>

RE: PRECONSTRUCTION CONFERENCE

Dear <HOMEOWNER(S)> and <CONTRACTOR>:

This meeting is scheduled to form an agreement between the Homeowner(s), the Contractor, and the Funding Source (COUNTY). The Homeowner(s) will enter into all necessary agreements with COUNTY to provide for project financing. Homeowner(s) will enter into all necessary agreements with the Contractor for project construction.

THE FOLLOWING WILL BE NECESSARY PRIOR TO ANY COMMITMENT FROM COUNTY FOR ANY EXPENDITURE OF FUNDS

1. Homeowner(s) must sign and notarize a covenant agreement to encumber and be recorded against Homeowner's property; and
2. Contractor must receive delivery, from COUNTY, of a Statement of Work "Work Write-Up", signed by Homeowner(s) and COUNTY, identifying the scope or work; and
3. Contractor must receive delivery, from COUNTY, of a written Authorization to Proceed. (Notice to Proceed)
4. Contractor will receive from COUNTY Homeowner(s)/Contractor Agreement.

THE FOLLOWING WILL BE NECESSARY PRIOR TO START OF ANY REHABILITATION WORK

1. COUNTY will review the completion of each required step mentioned above and deliver a notice to proceed;
2. Contractor must apply for and acquire all necessary permits for work requiring permits; and
3. Contractor must deliver to COUNTY copies of all permits.

THE FOLLOWING WILL BE NECESSARY DURING CONSTRUCTION

1. Contractor, within the contracted amount, will be responsible for all aspects, phases and requirements of construction as delineated in the HRP Contractor Agreement/Work Write Up; and
2. Contractor, within the contracted amount, will be responsible for all aspects and requirements of construction inspections and ensuring the final approvals are received from the local permitting authority; and
3. All construction shall be completed within ninety (90) days of the date of the Notice to Proceed; and
4. All construction shall be completed within industry acceptable workmanlike standards and shall be ensured final approval by Transportation Land Management Agency (Building & Safety); and

5. COUNTY shall not be responsible for payment of any work or material or equipment that is not expressly delineated on the HRP Contractor Agreement/Statement of Work "Work Write-Up" or that is not expressly and in writing approved by COUNTY via properly authorized Change Order; and
6. COUNTY will require a written request for Change Order from Contractor for any additional work; and
7. COUNTY shall not be responsible for any work not expressly and in writing authorized by COUNTY prior to commencement of such work.

THE FOLLOWING WILL BE NECESSARY PRIOR TO DISBURSEMENT OF PROJECT FUNDS

1. All progress payments shall be approved by COUNTY after receipt of an invoice from contractor and inspection of work by COUNTY and
2. COUNTY shall retain an amount not less than twenty-five percent (25%) of the purchase until final payment and upon final approval; and
3. COUNTY will only disburse funds for progress payment upon completion of work; and
4. For final payment, COUNTY will require a full and complete invoice from Contractor in the amount of balance due; and
5. For final payment, COUNTY will require a final site visit and inspection together with Contractor, Homeowner(s), and COUNTY; and
6. For final payment, COUNTY will require a complete and executed copy of Job Card; and
7. For final payment, COUNTY will require Homeowner's assent to final payment evidenced by signed Project Completion Form and Final Approval of Work Completed - Authorization to Release Funds; and
8. COUNTY will require a minimum of thirty (30) days to deliver payment to Contractor
9. COUNTY shall require that Contractor deliver all warranties, express and implied, to Homeowner(s) prior to final payment.

The requirements listed above and discussed during this pre-construction conference have been reviewed and accepted by all parties.

HOMEOWNER(S)

CONTRACTOR

Sincerely,

<Home Rehabilitation Program Manager>

EXHIBIT I



Home Rehabilitation Program
Work Approval and Fund Release Form

Congratulations! Your application has been processed and approved for a grant under the Riverside County Housing and Workforce Solutions (HWS) Home Rehabilitation Program (HRP Program). HWS has been authorized to manage and oversee this program. The HRP Program is designed to assist low-income homeowners within the Fifth Supervisorial District of the Riverside County to make timely, necessary repairs to abate deficiencies. Your property has been inspected and one or more conditions identified are in need of repair.

Your application meets program guidelines; thus, you are eligible to have certain deficiencies corrected at no cost to you. Program focus is on external beautification issues. Please understand that funds are limited; in order to serve as many citizens as possible, work priorities must be decided on an individual basis.

If your home is sold within the five (5) year affordability period after work is completed, you (the original beneficiary) must reimburse the full grant amount back to HWS. Should a conflict arise between the homeowner(s) and HWS, Partner Agency or the contractor, the HWS will be the final authority for the program.

.....
Initial Approval of Work Proposed

Homeowner(s) Name: _____

Home Address: _____
Street City State Zip

Mailing Address (if different from home address): _____

Home Phone: _____ Work Phone: _____

Homeowner signature: _____ Date: _____

Homeowner signature: _____ Date: _____

HRP Program Manager: _____ Date: _____

Final Approval of Work Completed
Authorization to Release Funds to Contractor(s)

Homeowner(s) Signature: _____ Date: _____

HRP Program Manager: _____ Date: _____

EXHIBIT J



Date:

Name, Position
Organization
Address
City, CA Zip

RE: NOTICE TO PROCEED, Name of Project Here (Project#)

Dear <NAME OF CONTRACTOR>,

This letter is sent as NOTICE TO PROCEED for contractor work as described in the enclosed Home Rehabilitation Program Work Write-Up: at the residential property of:

<HOMEOWNER(S)>
<HOMEOWNER(S) ADDRESS>
<HOMEOWNER(S) CITY STATE ZIP>
<HOMEOWNER(S) PHONE NUMBER>

Please ensure that the project commences no later than twenty (20) days from the date of this letter.

HWS expects the project to be completed no later than sixty (90) days from the date of this letter.

Please ensure that all work be completed under the scope of your contractor's license, in compliance with current uniform building code and California Health and Safety Code and meet all accepted industry standards. All copies of permits pulled for the above referenced Home Rehabilitation Program Work Write-Up: must be provided at the conclusion of work.

Sincerely,

Name
Program Manager

Name of authorized signer
Title

Date

EXHIBIT K



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE ENCOURAGE EQUIP

Change Order

Home Rehabilitation Program
(HRP Program)

The following number must appear on all related
correspondence and invoices:

Attn: Grace Escobar
44-199 Monroe St. Indio, CA 92201
(760) 863-2586

Change Order Number: _____

Contractor:	Homeowner(s):
-------------	---------------

DESCRIPTION OF ADDITIONAL WORK (PLEASE ATTACH PROPOSAL)

TIME EXTENSION REQUESTED
30 Days

Verbal Approval Obtained from Homeowner(s): YES / NO (if NO, please explain) _____

Supervisor Date

Program Manager Date

FOR OFFICE USE ONLY				
CHANGE ORDER DATE	WORK SHALL COMMENCE NO LATER THAN 30 DAYS FROM DATE OF CHANGE ORDER	PROJECTED COMPLETION OF ADDITIONAL WORK	ORIGINAL P.O. AMOUNT	CHANGE ORDER AMOUNT
			\$	

CONTRACTOR: PLEASE SUBMIT INVOICE WITHIN 10 DAYS OF COMPLETION OF WORK. PAYMENT WILL BE REMITTED WITHIN 30 DAYS OF INSPECTION BY COUNTY STAFF.

THANK YOU.
HRP Program
82

EXHIBIT L



Acknowledgment of Benefits
Home Rehabilitation Program

Homeowner(s): _____ **HRP Project #** _____
Street Address: _____
City, St, Zip Code: _____

The above-referenced program provides a one-time benefit to repair owner-occupied single-family residences.

The undersigned acknowledges that they have previously provided Riverside County Housing and Workforce Solutions (HWS) approval for all Statement of Work "Work Write-Up" and Change Orders related to my project. The total amount for these Statement of Work and Change Orders is \$ insert total project amount \$0.00. I have received a copy of all Statement of Work and change order requests.

As indicated by the signature(s) below, the undersigned hereby acknowledges and agrees that they have received one-time grant award from the Home Rehabilitation Program and are not eligible to receive any further assistance under the program.

Also, as indicated by the signature(s) below, the undersigned hereby authorizes Riverside County Housing and Workforce Solutions (HWS) to release payment to the contractor in the amount of \$ insert total project cost including all change orders, for work completed at my property.

Homeowner Name/Signature Here **Date**

Homeowner Name/Signature Here **Date**

Attachment:
HRP Statement of Work "Work Write-Up"
Change Order (s) insert Change **Order #**

**HOMEOWNER GRANT AGREEMENT
PROJECT NO. FILE # / PROJECT #
FOR THE COUNTY OF RIVERSIDE
HOME REHABILITATION PROGRAM**

This HOMEOWNER GRANT AGREEMENT FOR THE COUNTY OF RIVERSIDE HOME REHABILITATION PROGRAM (“AGREEMENT”) is made and entered into as of this **Day** of **Month, Year**, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and **HOMEOWNER’s Name, vesting** (“HOMEOWNER”). COUNTY and HOMEOWNER are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;

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

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness. The \$50,000,000 allocation was further divided into five (5) \$10,000,000 investments to each supervisorial districts;

WHEREAS, on March 5, 2024, via Minute Order ____, the Board of Supervisors allocated up to \$1,000,000 in ARPA Funds from the Fifth District ARPA funds, and adopted Resolution 2024-052 and Resolution 2024-053 thereby establishing the Home Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner occupied, single family residences located in the Fifth District of Riverside County,

WHEREAS, COUNTY administers the Home Rehabilitation Program (“HRP

PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) for the purpose of providing home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the Fifth District of County of Riverside;

WHEREAS, HOMEOWNER is the owner of real property more commonly known as **Insert PROPERTY Address** located in the County of Riverside as described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (“PROPERTY”). The PROPERTY is a single-family home;

WHEREAS, COUNTY has established a bidding process to attract qualified contractors to provide such home rehabilitation services for the HRP PROGRAM and HOMEOWNER has signed an agreement with a contractor (“Contractor”) participating in the PROGRAM for the rehabilitation of the PROPERTY;

WHEREAS, the rehabilitation of the PROPERTY will assist the COUNTY in implementing the PROGRAM and assist in improving and enhancing the County for its residents;

WHEREAS, HOMEOWNER wishes to participate in the PROGRAM and receive financial assistance to pay costs for home rehabilitation and enhancement services provided to the PROPERTY; and

WHEREAS, the Parties desire to enter in this AGREEMENT to provide for the GRANT of the PROGRAM funds by COUNTY to HOMEOWNER for the rehabilitation of the PROPERTY as more specifically set forth below.

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

- 1) Purpose of agreement. The purpose of this AGREEMENT is to set forth the terms and conditions by which the COUNTY will grant up to **\$amount** in PROGRAM funds (“PROGRAM GRANT”) for the rehabilitation of the PROPERTY upon the terms and conditions set forth herein and in the Scope of WORK attached hereto as Exhibit “B” and incorporated herein by this reference (“Scope of WORK” or “WORK”). Except to the extent of the PROGRAM GRANT, the cost of constructing the WORK on the PROPERTY shall be the sole responsibility of the

HOMEOWNER, without any cost to the COUNTY.

- 2) Term of Agreement. The term of this AGREEMENT shall commence on the Effective Date (defined below) and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until five (5) years from the date the Covenant Agreement is recorded in the Official Records of Recorder's Office of the County of Riverside.
- 3) Location of Work. HOMEOWNER shall permit the Scope of WORK to be performed pursuant to this AGREEMENT at the PROPERTY located at **(insert street address)** as specifically set forth herein.
- 4) Scope of Work.
 - a) Both COUNTY and HOMEOWNER have reviewed and approved the Scope of WORK to be performed on the PROPERTY pursuant to this AGREEMENT and the Scope of WORK (Exhibit B); and
 - b) The PROPERTY shall be developed in accordance with and within the limitations established in the Scope of WORK (Exhibit B) and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT and permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.
- 5) Program Grant Terms. The PROGRAM GRANT from the COUNTY shall be used to pay all costs for the WORK set forth in the Scope of WORK. The COUNTY shall pay to the Contractor the Construction Amount (defined below), for the benefit of the HOMEOWNER, to rehabilitate the PROPERTY pursuant to this AGREEMENT. The term "Construction Amount" means the cost to complete the WORK to be performed by the Contractor, which shall not exceed the PROGRAM GRANT amount.
 - a) Term of Program Grant. The term of the PROGRAM GRANT shall be five (5) years from the date the Covenant AGREEMENT (defined in section 13 below) is recorded in the Official Records of the Recorder's Office of the County of Riverside ("PROGRAM GRANT Term").
 - b) Program Grant Amount. The amount of the PROGRAM GRANT shall not exceed the maximum total amount of \$50,000.00 including all expenses.
 - c) Interest. The PROGRAM GRANT shall not bear interest.
 - d) Disbursement of Program Grant. The PROGRAM GRANT shall be disbursed to the COUNTY-approved contractor on behalf of the HOMEOWNER pursuant to section

10 below.

- e) Repayment of Program Grant. Provided HOMEOWNER is not in default under the term of this AGREEMENT and/or the Covenant AGREEMENT, HOMEOWNER shall not be required to make any payments toward the principal amount of the PROGRAM GRANT and the PROGRAM GRANT amount shall be forgiven in its entirety by the COUNTY upon the expiration of the PROGRAM GRANT Term.
- f) Use Restrictions. In consideration for the PROGRAM GRANT, HOMEOWNER shall occupy the PROPERTY as HOMEOWNER's principal residence for the duration of the PROGRAM GRANT Term. In addition, during the PROGRAM GRANT Term any Transfer by HOMEOWNER, except for a Permitted Transfer (defined below) shall be prohibited without the written approval of COUNTY in its sole discretion, except as otherwise set forth herein and in the Covenant AGREEMENT (defined below). Any Transfer, including a Permitted Transfer, of the PROPERTY by HOMEOWNER shall be subject to this AGREEMENT and the Covenant AGREEMENT. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the PROPERTY, including unpermitted financing or refinancing of the PROPERTY. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance, or intestacy to a party who does not meet the definition of Low-Income Household (defined below); (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the PROPERTY; (v) any voluntary conveyance of the PROPERTY; or (vi) a refinance of any mortgage loan encumbering the PROPERTY not approved in writing by the COUNTY. The transfer shall not include a Permitted Transfer.

The term, "Permitted Transfer" used herein shall mean the following transfers of title or interests therein:

- (1) A transfer resulting from the death of HOMEOWNER where the transfer is to the spouse who is also a HOMEOWNER.
- (2) A transfer by the HOMEOWNER to his/her spouse where the spouse becomes the co-owner of the PROPERTY and enters into an assumption agreement relating to any existing mortgage loans and this AGREEMENT.

- (3) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the HOMEOWNER to continue to make loan payments by which a spouse who is an obligor becomes the sole owner of the PROPERTY; or
- (4) A transfer into an inter vivos trust in which the HOMEOWNER or HOMEOWNERS are beneficiaries.

Low Income shall mean a household having an income equal to or less than 65% Median Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) Section 570.3.

6) Construction of the Project.

- a) No later than forty-five (**45**) days after the Effective Date, HOMEOWNER shall promptly begin and/ or permit to begin and thereafter diligently prosecute to completion and/or cause the completion of construction of the WORK as provided in the Scope of WORK. HOMEOWNER shall permit completion of all construction no later than ninety (90) days after the Effective Date of this AGREEMENT, with such reasonable extensions of said times as may be granted by the COUNTY as provided herein.
- b) COUNTY shall select a Contractor to construct the work from a COUNTY-approved contractor list.
- c) COUNTY shall have the right to hold a project walk-thru at the PROPERTY.
- d) HOMEOWNER shall permit the construction of the WORK to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety, and health standards; nondiscrimination requirements; and accessibility for the disabled.

7) Pre-Construction Conference. After awarding the WORK, the COUNTY shall coordinate a pre-construction conference between COUNTY, HOMEOWNER, and the Contractor to review the finalized labor and materials needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually agreed upon by COUNTY and HOMEOWNER.

8) Notice to Proceed. No labor shall be performed for the WORK until COUNTY sends a written notice to proceed to HOMEOWNER with a copy to the Contractor. The WORK shall commence within twenty (20) workdays after the notice to proceed is delivered to the Contractor.

9) Purchase Order. Prior to disbursement of the PROGRAM GRANT funds, the HOMEOWNER shall sign and approve the purchase order identifying the cost and scope of the WORK.

10) Disbursement of Funds.

- a) The PROGRAM GRANT funds shall be directly disbursed by COUNTY to the Contractor for WORK expenses in accordance with the General Contractor agreement entered into between the HOMEOWNER and Contractor on **INSERT AGREEMENT DATE.**
- b) COUNTY shall retain 25% of the PROGRAM GRANT funds until Completion of the WORK as determined by COUNTY and shall make progress payments to the contractor as specifically set forth below of the remaining balance. The term "Completion" shall mean the point in time when all of the following shall have occurred: (1) receipt of a Notice of Completion by Contractor; (2) certification or equivalent by HOMEOWNER that work has been completed in a good and workmanlike manner and substantially in accordance with the AGREEMENT and the General Contractor agreement. (3) payment, settlement or other extinguishment, discharge, release, waiver, bonding, or insuring against any mechanic's liens that have been recorded or stop notices that have been delivered, and (4) the PROPERTY has been rehabilitated in accordance with this AGREEMENT, the Scope of WORK and any other documents pursuant to this AGREEMENT.
- c) COUNTY shall make final payment to Contractor upon Completion and HOMEOWNER's final acceptance and written sign-off for the WORK, including, but not limited to the HRP Project completion documents provided by COUNTY to HOMEOWNER.
- d) Without limiting the COUNTY's disclaimer of responsibility for the construction of the WORK set forth in Section 20 below, If HOMEOWNER disputes the WORK performed, HOMEOWNER shall submit written notice to Contractor with a copy to COUNTY, within ten (10) calendar days of final inspection specifying dispute and description of unsatisfactory work. If no dispute in writing is received by COUNTY and Contractor the WORK will be deemed acceptable by HOMEOWNER, and payment will be made to the Contractor. HOMEOWNER acknowledges and agrees that COUNTY shall not be responsible for any of the WORK performed on the

PROPERTY as more specifically set forth in Section 20 below.

- e) The Contractor shall be paid only in accordance with an invoice submitted to COUNTY by Contractor and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by HOMEOWNER. HOMEOWNER shall cause the Contractor to prepare invoices in duplicate. For this AGREEMENT, send the original and duplicate copies of invoices to:

County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the WORK (hourly rate and extensions, if applicable); and an invoice total.

In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

- 11) Inspection of Completed Work. Without limiting COUNTY's disclaimer of responsibility for the work, upon Completion of the WORK, COUNTY, and HOMEOWNER shall inspect the WORK completed by the Contractor. Upon Completion and acceptance of the WORK by HOMEOWNER, COUNTY shall make final payment to the Contractor in accordance with section 10 above.
- 12) Completion Schedule. HOMEOWNER shall cause the WORK to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this AGREEMENT, which period may be extended by COUNTY in writing should the COUNTY deem such extension as necessary to complete the WORK. Every term, condition, and requirement of this AGREEMENT shall continue in full force and effect during the period of such extension.
- 13) Covenant Agreement. As a condition precedent to COUNTY'S disbursement of PROGRAM GRANT funds, HOMEOWNER shall execute and COUNTY shall record in the Official Records of the Recorder's Office of County of Riverside, a Covenant AGREEMENT, substantially conforming in form and substance to Exhibit "C" attached hereto and incorporated herein by this

reference (“Covenant AGREEMENT”). The recordation of the Covenant AGREEMENT in the Official Records of Riverside County shall be a condition precedent to the disbursement of the PROGRAM GRANT funds. The Covenant AGREEMENT sets forth, among other things, the use restrictions, maintenance obligations and non-discrimination covenants set forth herein. The Covenant AGREEMENT shall run with the land in favor of COUNTY and shall remain in effect for a period of five (5) years from the date Covenant AGREEMENT is recorded in the Official Records.

14) Occupancy and Maintenance of Property. HOMEOWNER shall occupy and use the PROPERTY as HOMEOWNER’s principal residence during the Covenant Term, including any extensions. In addition to the PROPERTY maintenance requirements set forth in Covenant AGREEMENT, HOMEOWNER covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the PROPERTY or any part thereof) that HOMEOWNER shall maintain, at its sole cost and expense, the PROPERTY, including, but not limited to improvements, both interior and exterior, and landscaping on the PROPERTY in a clean, safe, sanitary and presentable condition consistent with community standards, and in a manner which will uphold the value of the PROPERTY. HOMEOWNER shall keep the PROPERTY free from any accumulation of debris and waste. HOMEOWNER shall comply with all applicable federal, state, and local laws concerning the use, occupancy, and maintenance of the PROPERTY.

15) Non-Discrimination Covenants. [Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113] HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this AGREEMENT; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations.

In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the PROPERTY or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin in the

sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the PROPERTY nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the PROPERTY. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or no segregation clauses:

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

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment

of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

16) Hazardous Substances

a) HOMEOWNER shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on the PROPERTY. HOMEOWNER shall not allow anyone else to do anything affecting the PROPERTY that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the PROPERTY of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to the maintenance of the PROPERTY.

b) HOMEOWNER shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit, or other action by any government or regulatory agency or a private party involving the PROPERTY and any hazardous substance or violation of Environmental Law issue of which the HOMEOWNER has knowledge. If HOMEOWNER learns or is notified by any governmental agency or regulatory authority, that any removal or other remediation of any hazardous substance affecting the PROPERTY is necessary, HOMEOWNER shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, HOMEOWNER shall notify any senior lender that such remedial action is necessary and shall obtain the senior lender’s prior written consent for such remedial action.

c) As used in this Section “Hazardous Substances” are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicide, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

d) As used in this Section, “Environmental Law” means federal laws and the laws of the jurisdiction where the PROPERTY is located that relate to health, safety, and environmental protection.

17) Restrictions Run with the Land. The covenants established in this AGREEMENT shall, without regard to technical classification and designation, be binding on HOMEOWNER and any successor in interest to the PROPERTY or any part thereof for the benefit and in favor of the

COUNTY, its successors, and assigns. The covenants shall remain in effect for the PROGRAM GRANT Term. Each and every contract, deed, or other instrument, hereafter executed arising out of or related to the WORK or the PROPERTY or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to the restrictions set forth herein, regardless of whether such restrictions are set forth in such contract, deed, or instrument, unless and until the PROGRAM GRANT has been fully repaid or the PROGRAM GRANT Term has expired.

18) Events of Default.

a) After notice and opportunity to cure, the following events shall constitute events of default under this AGREEMENT:

- (1) If HOMEOWNER, no longer occupies the PROPERTY as HOMEOWNER's primary residence; or
- (2) If a Transfer occurs without the prior written consent of the COUNTY, except for a Permitted Transfer; or
- (3) Upon refinancing of any debt that is secured by a lien on the PROPERTY without the prior written consent of the COUNTY; or
- (4) Breach of any term of this AGREEMENT; or
- (5) Breach of any term contained in the Covenant AGREEMENT; or
- (6) Any interference or obstruction by the HOMEOWNER that prevents the timely completion of the WORK; or
- (7) A breach under any lender documents secured by the PROPERTY.

b) A Permitted Transfer shall not be considered an event of default pursuant to this AGREEMENT.

Provided, however, that the covenants contained in, and the restrictions imposed upon the HOMEOWNER and the PROPERTY by this AGREEMENT and the Covenant AGREEMENT shall continue to encumber and run with the title to the PROPERTY following said transfers reference above.

19) Disclaimer of Responsibility by County. Contractor Responsible for all Work; Warranty for Enhancements.

Notwithstanding anything to the contrary contained herein, COUNTY neither undertakes nor assumes nor will have any responsibility or duty to HOMEOWNER or to any third party to review, inspect, supervise, pass judgment upon, or inform HOMEOWNER or any third party of any matter

in connection with the WORK, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment, or material furnished to the PROPERTY, any person furnishing the same, or otherwise. HOMEOWNER and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, the exercise of judgment, or information supplied to Developer or to any third party by COUNTY in connection with such matter is for the public purpose of rehabilitating PROPERTY, and neither HOMEOWNER (except for the purposes set forth in this AGREEMENT) nor any third party is entitled to rely thereon. COUNTY shall not be responsible for any of the work of construction, or improvement of the PROPERTY.

Unless specified differently on HOMEOWNER's County issued Purchase Order all WORK is guaranteed by Contractor for one (1) year from the date a Project Completion Form is executed by HOMEOWNER. Roofing is warranted for three (3) years from the date a Project Completion Form is executed by HOMEOWNER. The Project Completion Form is attached hereto as Exhibit "D" and incorporated herein by this reference. Natural use is covered under the warranty, but abuse or overuse are not grounds for appealing the warranty. In the event some part of the WORK completed fails to give you satisfaction, HOMEOWNER acknowledges and agrees that the Contractor is the party responsible for all warranty repairs, not COUNTY. HOMEOWNER shall contact the Contractor for any assistance in connection with the aforementioned matters. All Contractors who perform work under the HRP PROGRAM are required to take reasonable action to correct problems related to their labor, materials, or equipment installed. HOMEOWNER acknowledges and agrees to make every effort to notify the Contractor in the event HOMEOWNER is not satisfied with the work and give the Contractor a reasonable opportunity to correct the problem. Should the Contractor be unresponsive, HOMEOWNER shall have the right to pursue corrective action through the State of California, Contractor's License Board, among other remedies.

20) Warranty for Enhancements. HOMEOWNER acknowledges and agrees that Contractor shall provide a minimum of one (1) year warranty and guarantee for all labor and a minimum manufacturer's warranty and guarantee for all material installed. Roofing is guaranteed by Contractor for three (3) years from the date a Project Completion form is executed by HOMEOWNER. COUNTY shall not provide any warranties and guarantees in connection with the WORK, including, but not limited to labor and manufacturer's warranty and guarantee for all

material installed.

21) Rights of Access. Commencing upon the Effective Date, representatives of COUNTY shall have the reasonable right of access to the PROPERTY, upon twenty-four (24) hours' written notice to HOMEOWNER (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this AGREEMENT, including, but not limited to, the inspection of the WORK being performed. Such representatives of COUNTY shall be those who are so identified in writing by the Director of HWS or designee of the COUNTY.

22) Homeowner Certifications: The HOMEOWNER certifies the following:

- a) HOMEOWNER provided true and accurate information on program documents and to COUNTY and has not misrepresented HOMEOWNER's eligibility for the PROGRAM.
- b) HOMEOWNER has notified his/her/their HOMEOWNER's insurance company about the rehabilitation work to be performed pursuant to this AGREEMENT; and
- c) HOMEOWNER (including the undersigned representative of HOMEOWNER, if any) has full power, authority, and legal right to execute this AGREEMENT.
- d) HOMEOWNER hereby represents and warrants that neither the execution and delivery of this AGREEMENT, including any attachments hereto or documents related to this AGREEMENT nor the incurrence of the HOMEOWNER'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which HOMEOWNER is a party.

23) Homeowner Duties. In addition to the HOMEOWNER obligations set forth in this AGREEMENT, HOMEOWNER shall adhere to the following:

- a) HOMEOWNER, at all times, shall cooperate with COUNTY and Contractor.
- b) HOMEOWNER shall not, at any time, interfere with the timely completion of the work by the Contractor(s); and
- c) HOMEOWNER shall not change or amend the Scope of WORK without the written consent of the COUNTY.

24) Indemnification and Hold Harmless.

- a) During the Term of this AGREEMENT, including any extensions, HOMEOWNER shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services or actions provided or caused by contractor or HOMEOWNER 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 and resulting from any reason whatsoever arising from any enhancement and/or rehabilitation service related to the work provided by HOMEOWNER or contractor; and HOMEOWNER 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 COUNTY and its Agencies, Districts, Special Districts and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- b) With respect to any action or claim subject to indemnification herein by HOMEOWNER, HOMEOWNER 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 HOMEOWNER's indemnification to COUNTY as set forth herein. HOMEOWNER's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given HOMEOWNER written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at HOMEOWNER's expense, for the defense or settlement thereof. HOMEOWNER's obligation hereunder shall be satisfied when HOMEOWNER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- c) The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe HOMEOWNER's obligations to indemnify and hold harmless the COUNTY

herein from third-party claims.

25) Insurance. HOMEOWNER shall maintain PROPERTY insurance and flood insurance (flood insurance required if Property located in designated FEMA flood zone) listing the COUNTY as additional insured for the term of this AGREEMENT. HOMEOWNER shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including floods or flooding. This insurance shall be maintained in the amounts during the PROGRAM GRANT Term in the amount of the Replacement Value.

The insurance carrier providing the insurance shall be chosen by the HOMEOWNER. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in a form acceptable to the COUNTY. COUNTY shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien, which has priority over this AGREEMENT. Subject to the rights of a senior lender, COUNTY may be named as a loss payee as its interest may appear and may be named as an additional insured. If COUNTY requires, HOMEOWNER shall promptly give to COUNTY copies of all receipts of paid premiums and renewal notices. In the event of a loss, HOMEOWNER shall give prompt notice to the insurance carrier, any senior lender, and the COUNTY. COUNTY may make proof of loss if not made promptly by any senior lender or the HOMEOWNER.

Subject to the rights of any senior lender, unless COUNTY and HOMEOWNER otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the property damaged, if the restoration or repair is economically feasible, or COUNTY's PROGRAM GRANT would be lessened, the insurance proceeds shall be applied to the sums set forth in this AGREEMENT, whether or not then due, with any excess paid to the HOMEOWNER.

If the PROPERTY is abandoned by HOMEOWNER, or if the HOMEOWNER fails to respond to COUNTY within thirty (30) days from the date notice is mailed by COUNTY to HOMEOWNER that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of any senior lender, COUNTY is authorized to collect and apply the insurance proceeds at COUNTY's option either to restoration or repair of the PROPERTY or to the PROGRAM GRANT amount set forth in this AGREEMENT.

Notwithstanding the above, the COUNTY's rights to collect and apply insurance proceeds hereunder shall be subject and subordinate to the rights of any senior lender to collect and apply such proceeds

in accordance with a deed of trust.

26) Defaults, Remedies, and Termination

a) Defaults – General

Failure or delay by either party to perform any term or provision of this AGREEMENT constitutes a default under this AGREEMENT. The party who fails or delays must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this AGREEMENT, any failures, or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

If a monetary or non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of fifteen (15) calendar days after such notice is received or deemed received within which to cure the default prior to the exercise of remedies by the injured party; provided, however, the party in default shall have five (5) business days to cure in the event the default constitutes a health and/or safety hazard.

b) Institution of Legal Actions

Subject to the notice and cure provisions of section 26.a. above, in addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this AGREEMENT. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, as discussed further in Section 31 below.

c) Termination

i) HOMEOWNER shall have the right to terminate this AGREEMENT in the event COUNTY fails to perform, keep, or observe any of its duties or obligations hereunder by giving COUNTY written notice no later than thirty (30) days prior to the commencement of WORK and disbursement of any PROGRAM GRANT funds.

(ii) COUNTY may terminate this AGREEMENT without cause upon thirty (30) days written notice served upon the HOMEOWNER stating the extent and effective date of such termination.

(iii) COUNTY may, upon five (5) days written notice, terminate this AGREEMENT for HOMEOWNER'S default, if HOMEOWNER refuses or fails to comply with the terms of this AGREEMENT or fails to make progress so as to endanger performance and does not immediately cure such breach.

(iv) After receipt of the notice of termination, HOMEOWNER shall, stop or cause to be stopped all work under this AGREEMENT on the date specified in the notice of termination; and

(v) After termination, COUNTY shall make payment only for the Contractor's performance up to the date of termination in accordance with this AGREEMENT.

(vi) HOMEOWNER's rights under this AGREEMENT shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this AGREEMENT by HOMEOWNER; or in the event of HOMEOWNER's unwillingness or inability for any reason whatsoever to perform the terms of this AGREEMENT. In such event, HOMEOWNER shall not be entitled to any further PROGRAM GRANT funds under this AGREEMENT.

d) The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this AGREEMENT.

27) Independent Capacity. HOMEOWNER shall act at all times in an independent capacity during the term of this AGREEMENT, and shall not act as, shall not be, nor shall they in any manner be construed or deemed to be agents, officers, or employees of COUNTY.

28) 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.

29) Notices.

a) All correspondence and notices required or contemplated by this AGREEMENT shall be delivered to the respective parties by certified mail at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

i) **COUNTY:**

County of Riverside Housing and Workforce Solutions

Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502

or such other address as COUNTY may designate in writing to HOMEOWNER.

ii) **HOMEOWNER:**

Property's address or such other address as HOMEOWNER may designate in writing to COUNTY.

30) Condemnation

a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the PROPERTY, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to COUNTY, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this AGREEMENT.

b) In the event of a total taking of this PROPERTY, the proceeds shall be applied to the sums owed under this AGREEMENT, whether or not then due, with any excess paid to the HOMEOWNER.

31) Governing Law; Jurisdiction, and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32) Compliance with Laws. HOMEOWNER shall comply with all applicable Federal, State, and local laws and regulations. HOMEOWNER will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the HOMEOWNER shall comply with the more restrictive law or regulation.

33) HOMEOWNER not Released, Forbearance by County not a Waiver. In the event HOMEOWNER is required to repay the PROGRAM GRANT to COUNTY, any extension of the time for repayment granted by COUNTY to any successor in interest of HOMEOWNER shall not operate to release, in any manner, the liability of the original HOMEOWNER and

HOMEOWNER's successor in interest. COUNTY shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify any amounts due to COUNTY by reason of any demand made by the original HOMEOWNER and/or HOMEOWNER's successor in interest.

- 34) Binding Effect. This AGREEMENT, and the terms, provisions, promises, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. All covenants and agreements of HOMEOWNER shall be joint and several.
- 35) No Third-Party Beneficiaries. The parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and HOMEOWNER, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 36) Modifications or Amendments. This AGREEMENT shall not be modified or amended except in a written document signed by authorized representatives of both the COUNTY and HOMEOWNER.
- 37) Assignment. HOMEOWNER shall not delegate or assign any interest in this AGREEMENT, whether by operation of law or otherwise, without the prior written consent of COUNTY. No assumption of the PROGRAM GRANT shall be permitted at any time, without the express written approval of the COUNTY.
- 38) Forbearance by County not a Waiver. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. Any waiver by COUNTY of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breaches of the same or of any term thereof. Failure on the part of the COUNTY to require exact, full, and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from enforcement hereof.
- 39) Conflict of Interest. No member, official or employee of the COUNTY shall have any personal interest, direct or indirect, in the AGREEMENT nor shall any such member, official or employee participate in any decision related to the AGREEMENT which affects his personal interests or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

- 40) Nonliability of County Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the HOMEOWNER, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the HOMEOWNER or to its successor, or on any obligations under the terms of this AGREEMENT.
- 41) Further Assurances. The HOMEOWNER shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this AGREEMENT.
- 42) No Partnership. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than lender and borrower according to the provisions contained herein, or cause COUNTY to be responsible in any way for the debts or obligations of HOMEOWNER, or any other party.
- 43) Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the COUNTY and the HOMEOWNER. The HOMEOWNER shall proceed diligently with the performance of this AGREEMENT pending the resolution of a dispute. Prior to the filing of any legal action related to this AGREEMENT, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third-party mediator. A second session shall be required if the first session is not successful. The parties shall share the cost of the mediation.
- 44) Additional Federal Requirements. The work under this AGREEMENT is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) attached hereto as Exhibit "E" and incorporated herein by this reference.
- 45) Entire Agreement. It is expressly agreed that this AGREEMENT embodies the entire AGREEMENT of the parties in relation to the subject matter hereof, and that no other AGREEMENT or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.
- 46) Effective Date. The effective date of this AGREEMENT is the date the parties execute the AGREEMENT. If the parties execute the AGREEMENT on more than one date, then the last date the AGREEMENT is executed by a party shall be the effective date.

47) 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.

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

COUNTY

COUNTY OF RIVERSIDE, a
Political Subdivision of the State of California

HOMEOWNER

NAME OF HOMEOWNER(s) and Vesting

By: Form only - do not sign
Juan Garcia, HWS Deputy Director

Date: _____

By: Form only - do not sign
INSERT HOMEOWNER NAME

Date: _____

COUNTY COUNSEL

Approved as to Form:
Minh C. Tran
County Counsel

By: 
Paula S. Salcido, Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property in the County of Riverside, State of California:

Lot 17 And 18 of Block 8 of Desert Hot Springs Tract No. 5 as shown by map on file in Book 21, Page(s) 64 of Maps, Records of Riverside County.

More commonly known as: Hacienda Avenue /Lots 17 & 18 Desert Hot Springs Tract #5, Apn #641-153-022, Desert Hot Springs, 92240

ALSO KNOWN AS: 66572 Hacienda Ave., Desert

Hot Springs,

CA 92240

APN: 641-153-008

Sample

EXHIBIT "B"
SCOPE OF WORK

Item No.	Work Item Description	UNIT (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum)
1	DOORS - Replace and weatherize all entry doors. Rekey doors to match all other entry points. The homeowner will keep the original front door and wishes only to only have the double lockset changed. TOTAL X (4) DOORS	Double lockset only 35 ½" W x 79 ½"H 35 ¾" W x 79 ½"H 35 ¾" W x 79 ½"H w/ Jamb
2	WINDOW SCREENS - Replace (8) window screens only Screens will be ordered according to the window size provided. Replace the broken glass on the bathroom window. TOTAL x (8) SCREENS ONLY	48" W x 48" H – QTY 3 60" W x 48" H – QTY 2 48" W x 12" H – QTY 2 48" W x 35 ½"H
3	STUCCO REPAIR - Repair all cracks in stucco around windows and doors before painting.	Total approx. Sq. Ft. = 36 Sq. Ft.
4	ABOVE GARAGE - Repair compromised areas above the garage door with concrete and install hardware cloth or screen in attic vents on area above the garage door. To the prevent rodents from entering the dwelling.	Approx 10' Ln Ft. Concrete Fill Approx 10" x 10" Screen for round Attic Vent above garage door.
5	GARAGE DOOR OPENER - Install an automatic garage door opener to the exterior. Install weather stripping as needed.	Standard ½ HP Unit
6	SIDE GATE - Replace the side gate (metal) homeowner will provide a new gate to be installed.	39" W x 58" H
7	PAINT - Paint, power wash, and prep house for the paint to include the attached garage.	Approx. Sq. Ft. 1905

END OF SCOPE

EXHIBIT "C"
COVENANT AGREEMENT
(Behind this page)

EXHIBIT "D"

PROJECT COMPLETION FORM

(Behind this page)

EXHIBIT “E”

Additional Federal Requirements

(Behind this page)

EXHIBIT "E"

Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant 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, 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 Contractor/Consultant 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-discriminating clause.
2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension** (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, 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, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, 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 four (4) years after the expiration of the term of this Agreement.

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

13. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

14. **Procurement of Recovered Materials (2 CFR 200.323.)** A non-Federal **entity** that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(Free Recording Requested
Government Code §6103)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solution
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502 File Number: **Insert File#**
APN: **Insert APN**

COVENANT AGREEMENT

This Covenant Agreement and (“Agreement”) is made this **Insert Date** day of **Month, Year** between **Insert Homeowner Name And Vesting**, (“HOMEOWNER”) and the COUNTY OF RIVERSIDE, a political subdivision of the state of California (“COUNTY”).

RECITALS

- I. **WHEREAS**, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;
- II. **WHEREAS**, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022, when the Final Rule took effect;
- III. **WHEREAS**, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;
- IV. **WHEREAS**, on **October 19, 2021, via Minute Order 3.5**, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness. The \$50,000,000 allocation was further divided into five (5) \$10,000,000 investments to each supervisorial districts;
- V. **WHEREAS**, on March 5, 2024, via Minute Order ____, the Board of Supervisors allocated up to \$1,000,000 in ARPA Funds from the Fifth District ARPA funds, and adopted Resolution 2024-052 and Resolution 2024-053 thereby establishing the Home Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner occupied, single family residences located in the Fifth District of Riverside County,
- VI. **WHEREAS**, COUNTY administers the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through

the COUNTY's Department of Housing and Workforce Solutions ("HWS") for the purpose of providing home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the Fifth District of County of Riverside;

- VII. **WHEREAS**, COUNTY administers the Home Rehabilitation Program ("HRP PROGRAM" or "PROGRAM") in conjunction with other public funds provided through the COUNTY's Department of Housing and Workforce Solutions ("HWS") for the purpose of providing home rehabilitation and enhancement services to residents of the Fifth Supervisorial District of the COUNTY;
- VIII. **WHEREAS**, the undersigned HOMEOWNER owns that certain real property located in the COUNTY of Riverside, California, commonly described as **Insert Complete Address** and more fully described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference ("Property");
- IX. **WHEREAS**, COUNTY and HOMEOWNER entered into that certain Homeowner Grant Agreement for the County of Riverside Home Rehabilitation Program dated **Insert Date** ("Grant Agreement"), wherein, COUNTY provided HOMEOWNER a HRP Program Grant in the amount of **\$amount** ("Grant") to be used to pay costs for home rehabilitation and enhancement services provided to the Property as more specifically set forth in the Grant Agreement;
- X. **WHEREAS**, pursuant to the Grant Agreement, HOMEOWNER is required to occupy the Property as HOMEOWNER's principal residence for a period of five (5) years and, in the event, HOMEOWNER no longer occupies the Property, ensure that the Property remains occupied by a low-income household for the same period; and
- XI. **WHEREAS**, COUNTY and HOMEOWNER desire to memorialize HOMEOWNER'S obligation to maintain the use and affordability restrictions related to the Property pursuant to the Grant Agreement, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and HOMEOWNER, on behalf of itself and its successors, assigns, and each successor in interest or any part thereof, hereby declare and restrict the Property as follows:

ARTICLE 1 – TERMS OF AFFORDABILITY

- a) **Occupancy.** HOMEOWNER covenants and agrees that he/she or they will occupy the Property as his/her or their principal place of residence throughout his/her or their ownership of the Property during the "Affordability Period" (as defined in Section 1(b) below). The HOMEOWNER shall be considered as occupying the Property as a principal place of residence if the HOMEOWNER is living on the Property for at least eleven (11) months out of each calendar year. HOMEOWNER shall not lease or rent the Property during the Affordability Period.

- b) **Affordability.** For a period of no less than five (5) years measured from the date this Agreement is recorded in the Official Records ("Official Records") of the County of Riverside ("Affordability Term"), the Property shall be owned and occupied by a qualified Low-Income Purchaser/Homeowner (as defined in Sections (e) and (f) below). In addition, during the Affordability Period, any Transfer of the Property by the HOMEOWNER or any subsequent HOMEOWNER shall be subject to the provisions of this Agreement. Any subsequent HOMEOWNER shall qualify as an Eligible Purchaser as the term is defined in Section (d) below.
- c) **Non-Permitted Transfer Defined.** "Non-Permitted Transfer" shall mean any sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the Property, including unpermitted financing or refinancing of the Property. Without limiting the generality of the foregoing, non-permitted transfer shall include:
- (i) A transfer by devise, inheritance or intestacy to a party who does not meet the definition of Low-Income Household (defined below);
 - (ii) A life estate;
 - (iii) Creation of a joint tenancy interest;
 - (iv) A gift of all or any portion of the Property;
 - (v) Any voluntary conveyance of the Property; or
 - (vi) A refinance of any mortgage loan encumbering the Property not approved in writing by the COUNTY.
- d) **Permitted Transfer Defined.** "Permitted Transfer" shall mean the following transfers of title or interests therein:
- (i) A transfer resulting from the death of HOMEOWNER where the transfer is to the spouse who is also a HOMEOWNER;
 - (ii) A transfer by the HOMEOWNER to his/her spouse where the spouse becomes the co-owner of the Property and enters into an assumption agreement relating to any existing mortgage loans and this Agreement;
 - (iii) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the HOMEOWNER to continue to make loan payments by which a spouse who is an obligor becomes the sole HOMEOWNER of the Property; or
 - (iv) A transfer into an inter vivos trust in which the HOMEOWNER or HOMEOWNERS are beneficiaries.
- e) **Low Income Defined.** "Low Income" shall mean a household having an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.
- f) **Eligible Purchaser Defined.** "Eligible Purchaser" shall mean a household that meets all of the following qualifications:
- (i) A household who intends to occupy the Property as its principal place of residence; and
 - (ii) A household with an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3. Income is subject to verification by the COUNTY; and

(iii) A household that pledges not to lease or rent the Property during the five (5) year Affordability Period.

ARTICLE 2 - MAINTENANCE REQUIREMENTS

- a) **Maintenance of Property.** HOMEOWNER shall, for the term of this Agreement, at its sole cost and expense, maintain the PROPERTY and the improvements thereon, including, without limitation, the buildings, fencing, parkways, landscaping, driveways, garages, carports, and lighting, in first class condition, and in decent, safe, and sanitary condition.
- b) **Interior Maintenance.** HOMEOWNER shall, for the term of this Agreement, maintain the interior of the dwelling unit(s) located on the PROPERTY in a decent, safe, and sanitary condition and shall immediately correct any health and safety code violations identified by staff of the COUNTY of Riverside.
- c) **Exterior Maintenance.** HOMEOWNER shall, for the term of this Agreement, keep the Property free from the accumulation of debris and waste materials. All exterior, and painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling, and defacing marks. No building, patio, balcony, wall, fence, or yard area, including parkways, shall be left in an unmaintained condition so that any of the following exist:
- (i) Buildings abandoned, boarded up, partially destroyed, or left unreasonably in a state of partial construction;
 - (ii) Abandoned or non-operational vehicles;
 - (iii) Unpainted buildings or buildings with peeling paint;
 - (iv) Cause dry rot, warping, and termite infestation;
 - (v) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties;
 - (vi) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief;
 - (vii) Broken or discarded furniture, appliances, and other household equipment stored for periods exceeding one (1) week;
 - (viii) Packing boxes, lumber, trash, dirt, and other debris stored for periods exceeding one (1) week; and
 - (ix) Unscreened trashcans, bins, or containers stored for periods exceeding fifteen (15) days in areas visible from public streets and common areas.
- d) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words, and pictures, shall be removed and any necessary painting or enhancement completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to HOMEOWNER from COUNTY.
- e) **Trash.** All trash shall, for the term of this Agreement, be collected and placed in appropriate areas for pick-up by refuse haulers on normal trash pick-up days or hauled away, in a timely manner, by HOMEOWNER to an appropriate COUNTY-approved dump site if trash service is not available.
- f) **Landscaping.** All exterior areas of the PROPERTY that are not buildings, driveways, or walkways shall, for the term of this Agreement, be adequately and appropriately landscaped

and maintained. The landscaping shall meet the minimum standards set from time to time by the COUNTY. Landscaping on the PROPERTY, including front, back, and side yards and parkways shall be absent of the following:

- (i) Lawns with grasses in excess of six (6) inches in height;
- (ii) Untrimmed hedges causing a nuisance to the public right of way;
- (iii) Trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;
- (iv) Trees and shrubbery grew uncontrolled without proper pruning;
- (v) Vegetation so overgrown as to be likely to harbor rats or vermin;
- (vi) Dead, decayed, or diseased trees, weeds, and other vegetation;
- (vii) Inoperative irrigation system(s), if any; and
- (viii) Parkway with ground cover in excess of eighteen (18) inches in height.

ARTICLE 3 – TAXES AND INSURANCE.

HOMEOWNER shall pay before delinquency all taxes and assessments affecting said property, when due, and all encumbrances, charges, and liens, with interest, on said property or any part thereof.

Should HOMEOWNER fail to make any payment or to do any act herein provided, then COUNTY, but without obligation to do so and upon written notice to or demand upon HOMEOWNER and without releasing HOMEOWNER from any obligation hereof, may make or do the same in such manner and to such extent as COUNTY may deem necessary to satisfy such delinquency. The costs borne by COUNTY from such payment shall become a charge, which HOMEOWNER shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

ARTICLE 4-TRANSFER

- a) **Notice of Transfer.** In the event the HOMEOWNER intends to Transfer the Property, the HOMEOWNER shall promptly notify the COUNTY in writing of such intent. Prior to executing any documents affecting such a transfer, the HOMEOWNER shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer,") in the form attached hereto as Exhibit "B" and incorporated herein by this reference by certified mail return receipt requested, to Housing and Workforce Solutions, P.O. Box 1528, Riverside, California 92502, Attention: HRP Program Manager, or such other address as the County may designate. The HOMEOWNER has the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow to purchase the Property.
- b) **County's Options to Designate an Eligible Purchaser.** In the event the HOMEOWNER wishes to sell the Property within the Term of this Agreement period, HOMEOWNER shall use best efforts and shall have the right to sell the Property to an Eligible Purchaser. In the event the HOMEOWNER proposes to Transfer the Property to a purchaser or a transferee who is not an Eligible Purchaser, the COUNTY shall have the right to terminate the Agreement and demand **Repayment of Grant upon Default** as defined in Article 8, paragraph b, The COUNTY shall have the right but not the obligation to exercise the rights granted herein in its sole and absolute discretion.

- c) **Designation of Eligible Purchaser.** Upon receipt of the Notice of Intent to Transfer, the COUNTY shall have the right, but not the obligation, to designate an Eligible Purchaser to purchase the Property in the manner set forth hereunder, if the HOMEOWNER proposed transferee is not an Eligible Purchaser. The notification to HOMEOWNER regarding the option to designate an Eligible Purchaser shall be sent by certified mail, return receipt requested.

Receipt of Notice of Intent to Transfer. Within thirty (30) days of receipt by the COUNTY of the Notice of Intent to Transfer, the COUNTY shall: (1) determine whether the proposed transferee is an Eligible Purchaser; (2) inspect the Property during reasonable hours, upon five (5) days advance notice to HOMEOWNER, HOMEOWNER shall permit the COUNTY access to the Property for such purposes; and (3) notify the HOMEOWNER regarding whether or not the COUNTY intends to exercise its right to demand **Repayment of Grant upon Default** as defined in Article 8, section b.

ARTICLE 5 - NON-DISCRIMINATION

- a) HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, that HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations. [Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113]
- b) In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, source of income, veteran or military status, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
- (i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through

him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(ii) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

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

ARTICLE 6 – TERM

- a) **Term.** The term of this Agreement shall be for five (5) years from the date of recordation of this Agreement in the Official Records of Recorder’s Office of the County of Riverside (“Term”), at which time this Agreement shall expire by its own terms. That notwithstanding, the covenants against discrimination set forth in Article 5 shall run in perpetuity.
- b) **Non-liability of the County.** In no event shall the COUNTY become in any way liable or obligated to the HOMEOWNER or to any successor-in-interest of the HOMEOWNER by reason of its rights set forth in this Agreement to the HOMEOWNER or any successor-in-interest of the HOMEOWNER for the COUNTY's failure to exercise any such rights set forth herein.
- c) **Binding on Successor and Assigns.** This Agreement shall bind, and the benefit hereof shall inure to the HOMEOWNER, and to his/her or their respective heirs, legal representative executors, successors in interest and assigns, and to the COUNTY and its successors except as provided in Article 4 paragraph (d)(3). Provided, however, upon a release of this Agreement pursuant to Article 8 paragraph (b), this Agreement shall not thereafter reattach.
- d) **Invalid Provisions.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained

in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- e) **Controlling Law.** The terms of this Agreement shall be interpreted under the laws of the State of California
- f) **Interpretation of Restrictive Covenants.** The terms of this Agreement shall be interpreted to encourage to the extent possible that the maximum sale price of and mortgage payments for the Property remain affordable to households having an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

- a) HOMEOWNER hereby declares the express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind HOMEOWNER, its executors, administrators and assigns, and all persons claiming under or through HOMEOWNER and all successors in title to the PROPERTY for the Term of this Agreement. Each and every contract, deed, or other instruments hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instruments.
- b) At the point of initial occupancy, of each and every successor or assign in interest, the household occupying the housing unit shall be Low Income as defined in Article 1, paragraph e) above.

ARTICLE 8 - DEFAULT AND REMEDIES

- a) **Event of Default and Remedies.** Failure or delay by HOMEOWNER to perform any covenant, condition, or provision of this Agreement constitutes a default under this Agreement. In such event, COUNTY shall give written notice of default to HOMEOWNER, specifying the default complained of by COUNTY. Failure or delay by the COUNTY in giving such notice or asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or change the time of default, or deprive COUNTY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

HOMEOWNER shall immediately commence curing such default upon receipt of the written notice of default and shall complete such cure within thirty (30) days from the date of receipt of the written notice or such longer period if the nature of the default is such that more than thirty (30) days is required to cure such default, but in any event, no longer than ninety (90) days. Failure to cure such default within the prescribed time shall constitute an "Event of Default."

In the Event of Default or breach of any of the terms or conditions of this Agreement by HOMEOWNER, or HOMEOWNER's heirs, executors, administrators, or assigns, COUNTY may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California.

- b) **Repayment of Grant upon Default.** In the event of default, HOMEOWNER shall be required to pay to COUNTY the entire amount of a Grant herein disbursed on behalf of the HOMEOWNER to a contractor pursuant to the Grant Agreement referred to herein as (“Repayment of Grant upon Default”). Such payment shall be delivered to the COUNTY no later than fifteen (15) days after the notice is mailed to HOMEOWNER and any outstanding amounts shall be a lien against the Property until repaid, with interest at the highest rate permitted by law. Upon payment in full of the amounts owing to the COUNTY, COUNTY shall release this Agreement and the Grant Agreement from the Property (the “Notice of Release”). The COUNTY shall record the Notice to Release with the County Recorder of the County of Riverside.
- c) **Nuisance.** The result of every act or omission whereby any of the covenants contained in this Agreement are violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any HOMEOWNER or its successors in interest, without derogation of COUNTY’s rights under law.
- d) **Right of Entry.** In addition to the COUNTY’s right of entry under the Grant Agreement, to the extent permitted by law, following thirty (30) days written notice to the HOMEOWNER specifically outlining the noncompliance with this Agreement, the COUNTY shall also have the right of entry at reasonable hours to enforce compliance and affect the enhancements or maintenance which HOMEOWNER has failed to perform. If at any time, HOMEOWNER fails to maintain the PROPERTY in accordance with the Agreement and such condition is not corrected within five (5) days after written notice from COUNTY with respect to graffiti, debris, waste material, and general maintenance;, or thirty (30) days after written notice from COUNTY with respect to landscaping and building improvements, maintenance of a nuisance, or other violation, then COUNTY, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the PROPERTY and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the PROPERTY.
- e) **Costs of Enhancement.** The costs borne by COUNTY from such acts and work of protection, maintenance, and enhancement pursuant to Article 8, paragraph f, including a reasonable administrative charge, shall become a charge, which HOMEOWNER shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.
- f) **Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- g) **Failure to Enforce.** The failure to enforce any of the covenants contained in this Agreement shall be not constituted a waiver of the right to enforce the same thereafter and HOMEOWNER hereby waives and releases any statute of limitations defense in connection with any COUNTY action or proceedings to protect, assert or enforce any rights or remedy contained herein and in the Grant Agreement.

ARTICLE 9 – GENERAL PROVISIONS

- a) **Notice.** All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail, postage prepaid, certified, or registered, return receipt requested, or (b) one (1) business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

County: Riverside County Housing and Workforce Solutions
P.O. Box 1528
Riverside, California 92502
Attention: Susana Orozco- HRP Program Manager

- b) **Request for Notice of Default and Sale.** The COUNTY shall cause a Request for Notice for Default and Sale to be recorded on the Property subsequent to the recordation of any First Lien deed of trust or mortgage requesting a statutory notice of any notice of default and any notice of sale as set forth in California Civil Code Section 2924b. The recordation of the Request for Notice for Default and Sale shall not be deemed to waive the COUNTY's right to receive any other notices required by statute or otherwise.
- c) **Additional Encumbrances.** The initial HOMEOWNER and any subsequent HOMEOWNER subject to these Agreements may not encumber the Property without the prior written consent of the COUNTY.
- d) **Monitoring.** During each fiscal year for the next five (5) years, the HOMEOWNER can be selected for a random compliance review. The annual reporting period is from July 1st to June 30th. If selected, the HOMEOWNER shall report to the COUNTY, in writing, confirm that they continue to reside in the Property, have not leased or rented the Property, provide evidence of insurance, evidence of the payment of taxes, if not impounded, and provide any and all other information reasonably requested by the COUNTY to assure compliance with the terms of the Agreement on a form or forms prepared by the COUNTY. Within fifteen (15) days of a written request from the COUNTY to the HOMEOWNER, HOMEOWNER shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of the Agreement. Failure to completely and timely comply with requests shall be deemed a material default under the terms of the Agreement.
- d) **Enforcement.** If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Article 8, COUNTY and its successors and assigns, without regard to whether the COUNTY or its successors and assigns is a HOMEOWNER of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by HOMEOWNER of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.
- f) **Covenants Running with the Land.** All conditions, covenants, and restrictions contained in this Agreement shall be covenants running with the land for the Term of this Agreement, and shall, in any event, and without regard to technical classification or designation, legal or

otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and assigns, against HOMEOWNER, its successors, and assigns, to or of HOMEOWNER's interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The COUNTY shall be deemed the beneficiary of the covenants, conditions, and restrictions of this Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is a HOMEOWNER of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions, and restrictions contained in this Agreement shall not benefit nor be enforceable by any other HOMEOWNER of real property except the COUNTY.

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(COUNTY and HOMEOWNER Signature Next Page)

IN WITNESS WHEREOF, HOMEOWNER and COUNTY have executed this Agreement as of the day and year written below.

HOMEOWNER(s)

By: Form only
INSERT HOMEOWNER NAME

By: Form only
INSERT HOMEOWNER NAME

COUNTY OF RIVERSIDE ("COUNTY")

By: Form only - do not sign

Juan Garcia, Deputy Director of HWS

ALL SIGNATURES MUST BE NOTARIZED

FORM APPROVED COUNTY COUNSEL

BY: Paula S. Salcido 2-22-2024
PAULA S. SALCIDO DATE

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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State of California
County of Riverside

On _____ before me, _____
(Notary)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

The following describes real property in the County of Riverside, State of California:

Lot 242 of Tract #2337, as shown by map on file in Book 1 of Maps, pages 45 to 49 of Maps, in the office of the County Recorder of said County. Excepting therefrom 1/2 of all oil hydrocarbon and mineral substances below 500 feet and without surface entry, as reserved to deed by James C. Ingebretsen and Dorothy B. Ingebretsen, filed for record February 1, 1954 as Instrument No. 10504.

ALSO KNOWN AS 7800 Yawls Ave., Mecca, CA 92254

A.P.N.: 721-261-02

EXHIBIT "B"

NOTICE OF INTENT TO TRANSFER

NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE COUNTY OF RIVERSIDE PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY

From: _____ ("Owner")

To: HOUSING AND WORKFORCE SOLUTIONS
P.O. Box 1528
Riverside, California 92502
Attention: HRP Program Manager

Re: _____ (street address)
_____, California (the "Property")

Circle appropriate words: Owner desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

Proposed Transferee: _____

Income of Proposed Transferee: _____

Household Size of Proposed Transferee: _____

Proposed Transfer Price: _____

If the County of Riverside has a program to help locate a Moderate-Income purchaser, does the Owner want the County of Riverside to help look for a Moderate-Income purchaser to buy the Property?

Yes: _____ No: _____

Date: _____

Signature of Owner

Daytime Telephone Number

HOME REHABILITATION GRANT
GENERAL CONTRACTOR AGREEMENT

Owner(s): **XXXXXXXX**

Rehab Address: **XXXXX ("Property")**

A.P.N.:

Case No.: **HRPXXXX**

Project No.:

THIS GENERAL CONTRACTOR AGREEMENT ("Agreement") is made this **day** day of **Month**, **year**, by and between **name and vesting**, hereinafter called the "Owner(s)" and **Contractor representative and name of company** hereinafter called the "Contractor".

WITNESSETH, that the Contractor and the Owner(s) for the consideration stated herein agree as follows:

1. **RECITALS:** This Agreement is made and entered into with respect to the following facts:
 - i) That the County of Riverside, by and through its Department of Housing and Workforce Solutions ("County") has a rehabilitation program to help low-income resident-owners of residential homes located within the 5th Supervisorial District of the County to make certain improvements ("Work") to their residential homes, called the *Home Rehabilitation Program*; and,
 - ii) the County will administer said residential home rehabilitation program, pursuant to applicable laws; and,
 - iii) Owner(s) has determined to participate in such program by causing certain improvements to be made to his/her residential home referenced above and has qualified for a grant to undertake such improvements; and,
 - iv) Contractor attests that its company is properly licensed and fully qualified to perform the Work proposed to be accomplished in this Agreement, under terms and conditions hereinafter set forth; and,
 - v) Owner(s) and the Contractor acknowledge and agree that the County are third-party beneficiaries of this Agreement, consistent with the County's mission of housing rehabilitation.
 - vi) The Contractor is, for purposes of this Agreement, an independent contractor and shall not be deemed an employee of the County.
2. **CONSIDERATION:** **THE UNDERSIGNED CONTRACTOR** proposes to furnish labor and materials, complete in accordance with the specifications attached hereto as *Exhibit "A"* and incorporated herein by this reference for the sum of **\$ amount awarded** with payments to be made within thirty (30) calendar days from the completion of the work, subject to any additions and deductions as provided herein.
3. **WORK:** Contractor agrees to complete all work in accordance with the contract documents, and all applicable laws, and in a workmanlike manner, according to generally acceptable, standard building practices. Any alteration or deviation from the attached specifications will be executed only upon written consent of the residential homeowner(s), the Contractor, and the County. All materials are guaranteed to be as specified. **No extra charges or costs will be paid.** The contractor will be solely liable if he/she has neglected to properly evaluate the extent of the rehabilitation work. The performance under this Agreement is subject to forced delays when due to strikes, accidents, or acts of God. This Agreement constitutes the entire agreement of the parties as to the subject matter it contains.
4. **INDEMNIFICATION-HOLD HARMLESS:** During the Term of this Agreement, including any extensions, Contractor shall indemnify and hold harmless the County and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services or actions provided or

caused by Contractor or Sub-Contractor 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 and resulting from any reason whatsoever arising from any enhancement and/or rehabilitation service related to the Work provided by Contractor or Sub-Contractor shall defend the indemnitees at its sole expense including the costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlement or wards) in any claim or action based upon such acts, omission or services. Contractor 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 Contractor's indemnification to County as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The indemnification-hold harmless obligations set forth herein shall survive the termination and expiration of this Agreement.

5. **NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:** No member, official, or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to the Contractor or to its successor, or on any obligations under the terms of this Agreement.

6. **VOIDABLE:** This Agreement will become voidable if funding is not approved and secured by the County. This Agreement becomes revocable, and the construction cannot be performed.

7. **INSURANCE:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the county harmless, contractor 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, District, Special districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elector or appointed officials, agents or representatives as Additional Insureds

- a) **Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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. Policy shall name the COUNTY as Additional Insureds.
- b) **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- c) **Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d) **Professional Liability:** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with

a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.

e) General Insurance Provisions:

- 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 CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'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) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
- iv) 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. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- v) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- vii) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY. 9) CONTRACTOR 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.

8. ACCEPTANCE & START: The bid and proposal shall be accepted by the Owner(s) and by County within sixty (60) calendar days from the date established by COUNTY for its receipt, provided that no Work shall be commenced by the Contractor until a written Notice to Proceed has been issued by the Owner(s). Work will begin no later than ten (20) calendar days after the Notice to Proceed is issued. The contractor will not assign this Agreement without the prior written consent of the Owner(s) and of the County.

9. PERMITS: Contractor shall procure all Riverside County and all other governing authority permits and licenses, including a municipal business license, and shall pay all charges and fees for the same, and shall give all notices necessary and incidental to the due and lawful prosecution of the Work as it separately pertains to each party. Permits and licenses required for corresponding elements of the Work to be performed shall be obtained prior to commencing such Work and all associated costs are specifically included in the contract amounts.

10. CHANGE ORDERS: No change in the work, as described in the Work Write-up, shall be made except upon the mutual written consent of the Owner(s), Contractor, and County. Contractor is not authorized to deviate from the Work Write-up or specifications unless so directed in writing by County. Any Change Orders shall describe the nature of the additional work, the estimated time for completion thereof, and the compensation to be paid to Contractor for the performance of same. No waiver of any provision of this Agreement shall be a continuing waiver thereof.

11. OWNER(S) EXPECTATIONS: Owner(s) will permit Contractor to use existing utilities at no cost, such as lighting, heating, power, and water, as needed to carry out the Work. Owner (s) will cooperate with Contractor to facilitate work performance, including the removal and replacement of outdoor furniture, equipment, and other items unless otherwise noted.

12. CONTRACTOR EXPECTATIONS: Contractor will keep the residential home and the premises clean and orderly during the daily work and will remove all debris at the completion of the Work. Materials and equipment which belong to Contractor shall be removed from the residential home and from the premises. Work should be planned so that Owner(s) is not forced to relocate during the rehabilitation work, except under unusual circumstances.

13. COMPLETION: Contractor agrees to satisfactorily complete all the Work within forty-five (45) calendar days from the noticed start date. The parties agree that time is of the essence in this Agreement.

14. LIEN RELEASES: Contractor shall promptly pay all valid bills and charges for material, labor, or otherwise in connection with or arising out of the construction, and shall hold Owner(s) of Property free and harmless against all liens and claims of lien for labor and material, or either, filed against Property and/or against Property leased by Owner(s) on which the residential home is located (the "Leased Premises"), or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to, court costs and attorney's fees resulting or arising therefrom. Should any liens or claim of lien be filed and/or recorded against the Property, or any part thereof, or should the Owner(s) receive notice of any unpaid bill or charge in connection with the construction, the Contractor shall forthwith either pay and discharge the same and cause the same to be released of record or shall furnish the Owner(s) with proper indemnity either by satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to the approval of the Lien Holder. *The contractor shall furnish the Owner(s) and County with affidavits and satisfactory releases of liens or claims for any liens from subcontractors, laborers, and suppliers for completed work or installed materials.*

15. NON-EXECUTION: In the event that Owner(s) will not execute the End of Project Work Release, County reserves the right to authorize payment to Contractor for the Work completed. The County and the Contractor must certify that all of Contractor's work has been performed in a professional, workmanlike manner, and has adhered to the residential home and property specification standards. Upon written approval by County, a payment request will be forwarded for release of said funds.

16. WARRANTY: Contractor will warrant Work for a period of one (1) year from the date of the final written acceptance of all Work required by the Agreement. Roofing is warranted for a period of three (3) years from the date of the final written acceptance of all Work required by the Agreement. Furthermore, Contractor shall furnish Owner(s), in care of County, copies of all manufacturers and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement. Contractor will allow County access to examine and

inspect all rehabilitation Work. County shall have the right, at all reasonable times, to inspect the books and records of Contractor pertaining to the Work and to the materials which are the subject of this Agreement.

17. NOTICES: Notices pursuant to this Agreement shall be given by personal service to the person, or by depositing in the custody of the US Postal Service, within a sealed envelope containing the notices, postage prepaid and addressed as listed below. Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing if mailed as provided above. The following information shall be used for mailed correspondence and communications, and notices related to this Agreement:

**County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502**

18. LEAD BASE PAINT ACKNOWLEDGEMENT AND LEAD BASE PAINT DISCLOSURE: In the event, the Work requires lead paint abatement, prior to the commencement of the Work: (i) Contractor shall deliver to Owner(s) the Lead Base Paint Disclosure and the Lead Base Paint Acknowledgement, (ii) Owner(s) shall execute and date the Lead Base Paint Acknowledgement and the Lead Base Paint Disclosure, and (iii) Contractor shall deliver to County the Lead Base Paint Acknowledgement and the Lead Base Paint Disclosure, as executed by Owner(s).

19. GENERAL: Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County in its sole discretion.

- a) Any waiver by Owner(s) of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of Owner(s) to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing Owner(s) from enforcement of the terms of this Agreement.
- b) Contractor shall comply with all applicable Federal, State, and local laws and regulations. Contractor will comply with all applicable County of Riverside laws, policies, and procedures. If there is a conflict between the various laws or regulations that may apply, Contractor shall comply with the more restrictive law or regulation.
- c) This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d) This Agreement, including any attachments or exhibits, 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. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties, subject to prior approval by County.

20. ADDITIONAL FEDERAL REQUIREMENTS (Attached hereto as "Exhibit B"): The work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the American Rescue Plan Act (31 CFR Part 35) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with and are subject to, the following Federal requirements (if applicable): (Attached hereto as "Exhibit B")

GENERAL PROVISIONS

21. CONSTRUCTION OF THE PROJECT

- a) No later than forty-five (45) days after the Effective Date, Owner(s) shall promptly begin and/ or cause to begin and thereafter diligently prosecute to completion and/or cause the completion of construction of the Work as

provided in the Scope of Development. Owner shall begin and complete and/or cause completion of all construction no later than ninety (90) days after the Effective Date of this Agreement, with such reasonable extensions of said times as may be granted by the County as provided herein.

- b) County shall select the Contractor to construct the Work from a County approved contractor list.
 - c) COUNTY shall have the right to hold a project walk-thru at the Property.
 - d) Owner(s) shall cause the construction of the Work to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety, and health standards; nondiscrimination requirements; and accessibility for the disabled.
 - e) All performance shall be subject to inspection by County. Contractor shall provide adequate cooperation to the County representative to permit him/her to determine Contractor's conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Agreement, County shall have the right to require Contractor to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.
22. PRE-CONSTRUCTION CONFERENCE: After awarding the Work, County shall coordinate a pre-construction conference between County, Owner(s), and Contractor to review the finalized Work Plan needed for rehabilitation. Any changes to the finalized Work Plan shall be in writing and mutually agreed upon by County and Owner(s).
23. NOTICE TO PROCEED: No Work shall be performed until County sends a written notice to proceed to Owner(s) with a copy to the contractor. The Work shall commence within twenty (20) workdays after Contractor receives County's notice to proceed.
24. PURCHASE ORDER: Prior to disbursement of Program Grant funds, Owner(s) shall sign and approve purchase order identifying the cost and scope of the Work.
25. DISBURSEMENT OF FUNDS:

Program Grant funds shall be directly disbursed by County to contractor for Work expenses in accordance with the General Contractor Agreement entered into between the Owner(s) and Contractor.

- a. County shall retain twenty-five (25%) percent of Program Grant funds until Completion of the Work as determined by County and Owner(s) and shall make progress payments to Contractor as specifically set forth below of the remaining balance. The term "Completion" shall mean the point in time when all of the following shall have occurred: (1) recordation of a Notice of Completion by contractor; (2) certification or equivalent by Owner(s) that Work has been completed in a good and workmanlike manner and substantially in accordance with the Agreement; (3) payment, settlement or another extinguishment, discharge, release, waiver, bonding or insuring against any mechanic's liens that have been recorded or stop notices that have been delivered; and (4) the Property has been rehabilitated in accordance with this Agreement, the Scope of Development and any other documents pursuant to this Agreement.
- b. COUNTY shall make final payment to Contractor upon Completion and Owner(s) final acceptance and written sign-off for the Work.
- c. If Owner(s) disputes Work performed, Owner(s) shall submit in writing to County and Contractor, within ten (10) calendar days of final inspection, the specific dispute and description of unsatisfactory Work. If no dispute in writing is received by County and Contractor, the Work will be deemed acceptable by Owner(s), and payment will be made to Contractor.

- d. Contractor shall be paid only in accordance with an invoice submitted to County by Contractor and County shall pay the invoice within thirty (30) business days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by Owner(s). Contractor shall prepare invoices in duplicate. For this Agreement, send the original and duplicate copy of invoices to:

County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528

Riverside, California 92502

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the Work (hourly rate and extensions, if applicable); and an invoice total.

In accordance with California Government Code Section 926.10, County is not allowed to pay excess interest and late charges.

26. **INSPECTION OF COMPLETED WORK:** Upon completion of Work, County and Owner(s) shall inspect the Work completed by Contractor. Upon completion and acceptance of the Work by Owner(s), County shall make final payment to Contractor in accordance with section 5 above.
27. **COMPLETION SCHEDULE:** Owner (s) shall cause the Work to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this Agreement, which period may be extended by County in writing should County deem such extension as necessary to complete the Work. Every term, condition, and requirement of this Agreement shall continue in full force and effect during the period of such extension.

28. **TERMINATION OF AGREEMENT BY DEFAULT:**

General. If, prior to the acceptance of the Work, Contractor a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work; b) abandons the Work by failing to report to the Worksite and diligently prosecute the Work to completion; c) disregards written instructions from County or materially violates provisions of the Agreement Documents; d) fails to prosecute the Work according to the schedule approved by County; e) disregards laws or regulations of any public body having jurisdiction; or f) commits continuous or repeated violations of regulatory or statutory safety requirements, then County will consider Contractor in default of the Agreement.

Notices and other written communications regarding default between Contractor, Owner, and County shall be transmitted in accordance with Section 21 of the Agreement.

Notice to Cure. The County will issue a written notice to cure the default to Contractor and its Surety. Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt of written notice to cure.

Notice of Termination for Default. If the Contractor fails to commence satisfactory corrective action within ten (10) working days after receipt of the notice to cure or fails to diligently continue satisfactory and timely correction of the default thereafter, then County will recommend that Contractor be found in default of the Agreement. Upon such finding by County, the County: a) shall terminate Contractor's right to perform under the Agreement by issuing a written notice of termination for default to Contractor; b) may use any materials, equipment, tools or other facilities furnished by Contractor to secure and maintain the Worksite, and c) may furnish labor, equipment, and materials County deems necessary to secure and maintain the Worksite.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to County and Owner.

Responsibilities of Contractor in Default. Upon receipt of the written notice of termination for default, Contractor shall immediately within five (5) Working Days of receipt of the written notice of termination default, Contractor shall submit to County a written plan detailing the course of action it intends to take to remedy the default. County will review the plan and notify Contractor if the plan is satisfactory. If Contractor fails to submit a satisfactory plan, or if Contractor fails to maintain progress according to the plan accepted by County, the County may, upon forty-

eight (48) hours written notice, exclude Contractor from the premises, take possession of all material and equipment, and complete the Work in any way County deems to be expedient. The cost of completing the Work by County shall be charged against Contractor and may be deducted from any monies due, or which would become due, by Contractor. If the amounts due under the Agreement are insufficient for completion, Contractor shall pay to the County, within thirty (30) Days after County submits an invoice, all costs in excess of the remaining Agreement price.

Payment. Contractor will be paid for completion of the Work in accordance with Section 5 (e) of the General Contractor Agreement, less the value of damages caused to County by acts of Contractor.

29. TERMINATION OF AGREEMENT FOR CONVENIENCE

County may terminate the Agreement if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the County. Notices pursuant to this Agreement shall be given by personal service on the person, or by a deposit in the custody of the US Postal Service, within a sealed envelope containing the notices, postage prepaid and addressed to Contractor at address listed on signature page of this Agreement. Upon receipt, Contractor shall immediately cease work, except work Contractor is directed to complete by County or required to complete for public safety and convenience. Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

Contractor will be paid without duplication for:

- a) work completed in accordance with the Agreement documents prior to the effective date of termination for convenience.
- b) reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
- c) reasonable expenses directly attributed to the termination.

Contractor shall submit a final termination settlement proposal to County no later than ninety (90) days from the effective date of termination, unless extended, in writing, by County upon written request by Contractor. If Contractor fails to submit a settlement proposal, County may determine the amount, if any, due to Contractor as a result of the termination. County will pay Contractor the amount it determines to be reasonable. Contractor shall provide notice to County within thirty (30) days of receipt of payment. Any amount due shall be later determined by arbitration if County and Contractor agree thereto, or as fixed in a court of law.

Owner(s) INFORMATION:

Property owner

Property Owner
Address
City, State, Zip
Tel:

Contractor DBA:

Representative full Name
Construction company
address
City, State, Zip
phone Number

PROJECT ADMINISTRATOR: COUNTY

P.O. Box 1528
Riverside, CA 92502

ACCEPTANCE AND SIGNATURES

Contractor: Form only Date: _____
Representative full Name
Construction company

Owner: Form only Date: _____
Complete name, homeowner

Owner: Form only Date: _____
Complete Name, homeowner

THE ABOVE AGREEMENT HAS BEEN REVIEWED BY RIVERSIDE COUNTY:

Form only - do not sign Date: _____
Grace Escobar - Project Manager:

Form only - do not sign
Division Approval (Principal or above):

FORM APPROVED COUNTY COUNSEL
BY: Paula S. Salcido 2-22-2024
PAULA S. SALCIDO DATE

EXHIBIT "A"
SCOPE OF WORK

The following work shall be performed on the Property pursuant to the HRP Grant Agreement:

Item No.	Work Item Description	UNIT (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum)
1	ROOF - Remove and replace all roofing material, substructure, attic vents, and flashing. The current roof has waves in it that may indicate failure of the substructure.	Roof Approx. 1464 Sq. Ft. Flashing 187 Ln. Ft. Vents X (2)
2	STUCCO REPAIR -Current state of various spots on the exterior stucco of the coach indicates that a scratch coat has been applied to these areas. A finish coat of stucco is needed before exterior paint is applied.	Approx. 238 Sq. Ft. Combined total
3	WINDOW REPLACEMENT - Replace the brook window and install security bars; remove and install the security bars.	Total window plus security bar removal and reinstall.
4	LIGHTING - Install (3) exterior light fixtures at front and rear doors as indicated. Install x (1) Exterior wall mounted light fixture as indicated. Install x (4) "P" EX cover plates. The cost for the cover plate and lighting installation are combined numbers	x (3) x (1) x (4)
5	PAINT - Exterior Paint on the house trim and security bars	Approx. Base Area Sq. Ft. 2060 Approx. Fascia 187 Ln. Ft. TOTAL Paint Sq Ft. - 2247 Sq. Ft.

End of Scope of Work

EXHIBIT "B"
Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant 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, 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 Contractor/Consultant 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-discriminating clause.

2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).
7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
8. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
9. **Debarment and Suspension** (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.
11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, 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, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, 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 four (4) years after the expiration of the term of this Agreement.
12. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
13. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
14. **Procurement of Recovered Materials (2 CFR 200.323.)** A non-Federal **entity** that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1 (Free Recording Requested
2 Government Code §6103)

3 RECORDING REQUESTED BY AND
4 WHEN RECORDED MAIL TO:

5 County of Riverside
6 Housing and Workforce Solutions
7 Attention: Susana Orozco
8 P.O. Box 1528
9 Riverside, California 92502
10 File Number: Insert File#
11 APN: Insert APN

12 **RECORDING FEE ACCT. XXXXXXXXXXXXXXXX**

13 **RELEASE OF COVENANTS**

14 THIS RELEASE OF COVENANTS (Release) is made by the County of Riverside, a political
15 subdivision of the state of California ("COUNTY") performing rehabilitation and
16 enhancement of a single-family home located in the COUNTY is an eligible use of America
17 Rescue Act Plan (ARPA) funds, in favor of **Name of the Owner(s) (on grant deed)**, vesting,
18 (Homeowner), as of the date set forth below.

19 **RECITALS:**

20 A. In consideration of having received financial assistance from the Home
21 Rehabilitation Program, the Homeowner and the County have entered into that
22 certain Covenant Agreement (COVENANT) dated _____ and
23 identified with File Number _____ concerning the occupancy of
24 certain real property situated at the address of _____ within the
25 County of Riverside, California and more fully described as follows:

26 **(Insert Legal Description)**

27 B Homeowner has fully and satisfactorily satisfied terms and conditions of the County
28 of Riverside Home Rehabilitation Program (HRP).

1 C. The County has conclusively determined and agreed to forever quit and release that
2 certain Covenant Agreement identified above.

3 NOW, THEREFORE, the Authority hereby certifies as follows:

- 4 1. The Homeowner has fully and satisfactorily met the covenants, agreements,
5 and terms of the Home Enhancement Program. This release of covenants
6 expressly releases Homeowner from obligations set forth in that specific
7 Covenant Agreement referenced above.
8

9
10 IN WITNESS WHEREOF, the County has executed this Release on this ____ day of _____,
11 _____.

12 COUNTY OF RIVERSIDE,
13 a political subdivision of the
14 State of California

15 BY: Form only - do not sign
16 Juan Garcia
Deputy Director of HWS

17 Date: _____
18

19
20 (SIGNATURE MUST BE NOTARIZED)
21

22
23
24
25 FORM APPROVED COUNTY COUNSEL
26 BY: PAULA S. SALCIDO 2-22-2024 DATE
27
28

Date: _____ **HRP Staff:** _____ **Phone Number:** _____

Homeowner: _____ Contractor Name: _____
 Address _____ Contractor License No: _____
 City/State/Zip: _____ Street Address: _____
 Phone: _____ City/State/Zip: _____
 File No.: _____ Phone: _____

Rehabilitation work on the above-referenced property is now complete and has been inspected by a Riverside County Housing and Workforce Solutions (HWS) staff person who found the work to be satisfactory according to the usual work practices and industry standards that apply to the work done.

All manufacturers' warranties apply. Workmanship and equipment are warranted by the contractor who worked on the home. Equipment and non-roofing work are warranted for one (1) year from the date listed at the top left of this form. Roofing is warranted for three (3) years from the date listed at the top left of this form. If the homeowner fails to give the contractor a reasonable opportunity to correct a problem or engages another contractor to work on equipment or systems without first calling the contractor who performed the work through the County program, the homeowner may risk rendering warranties null and void.

Normal use is covered under the warranty, but abuse or overuse are not grounds for appealing the warranty. In the event that the homeowner is not satisfied with some part of the work completed, the contractor is the party responsible for all warranty repairs. The homeowner must call the contractor first before calling County for assistance. (As a courtesy, please contact your Program Manager so they are aware of any concerns) All contractors who do work under the County program are licensed, bonded, and insured, and must take reasonable action to correct problems related to their labor, materials, or equipment installed. The homeowner must try to notify the contractor of any dissatisfaction with the work and give the contractor a reasonable opportunity to correct the problem. The name, address, and telephone number of the contractor are listed at the top right of this form. Should the contractor be unresponsive, the homeowner has the right to pursue corrective action through the State of California Contractor's License Board, which can be reached at (800) 321-2752.

The contractor shall leave with the homeowner any operating instructions or warranty information that came with any equipment installed as part of the work done under the County program. If this is not done, the homeowner must contact the contractor directly for this information.

REMINDER TO THE HOMEOWNER: You are responsible for maintenance on all equipment repaired or replaced and work done on your home. The county does not perform maintenance on the homes which have been rehabilitated.

The County would like to hear from you regarding this program. Please take a few moments to complete the HRP Customer Service Survey. Continued support for these types of programs is based on people like you letting us know how important and needed these programs really are.

Form only - do not sign _____ *Form only - do not sign* _____
 Homeowner Signature Date Contractor Signature Date

FORM APPROVED COUNTY COUNSEL
 BY: Paula S. Salcido 2-22-2024
 PAULA S. SALCIDO DATE

Acknowledgment of Benefits

Home Rehabilitation Program

Homeowner: _____

HRP Project # _____

Street Address: _____

City, St, Zip Code: _____

The above-referenced program provides a one-time benefit to repair owner-occupied single-family residences.

The undersigned acknowledges that they have previously provided Riverside County Housing and Workforce Solutions (HWS) approval for all Statement of Work "Work Write-Up" and Change Orders related to my project. The total amount for these Statement of Work and Change Orders is \$ insert total project amount \$0.00. I have received a copy of all Statement of Work and change order requests.

As indicated by the signature(s) below, the undersigned hereby acknowledges and agrees that they have received the lifetime maximum benefit from the above-mentioned program and are not eligible to receive any further assistance under the program.

Also, as indicated by the signature(s) below, the undersigned hereby authorizes Riverside County Housing and Workforce Solutions (HWS) to release payment to the contractor in the amount of \$ insert total project cost including all change orders, for work completed at my property.

Form only - do not sign _____

Homeowner Name/Signature Here

Date

Form only - do not sign _____

Homeowner Name/Signature Here

Date

Attachment:

HRP Statement of Work "Work Write-Up"

Change Order (s) insert Change Order #