

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



ITEM: 3.10
(ID # 24263)

MEETING DATE:
Tuesday, April 09, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Form of the Subrecipient Agreement HWSCoC-0000053 with Housing Authority of the County of Riverside and Subrecipient Agreements and Covenant Agreement Templates HWSCoC-0004913 with God's Fan Club, and HWSCoC-0000054 with Riverside University Health System - Behavioral Health for the Use of American Rescue Plan Act (ARPA) Funds for the Emergency Resilience/Shelter Projects; and Authorize the Director of HWS to Execute the attached Forms of the Subrecipient Agreements and Covenant Agreements; Districts 1 and 3. [\$4,000,000 Total Cost - 100% Federal ARPA Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Form of ARPA Subrecipient Agreement HWSCoC-0000053 with Housing Authority of the County of Riverside (Attachment A) for the Emergency Resilience/Shelter Project, for a total amount of \$1,000,000 for a period beginning July 1, 2024, through June 30, 2025;

Continued on Page 2

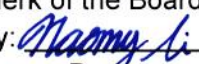
ACTION:Policy


Heidi Marshall, Director 3/21/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the attached Form of ARPA Subrecipient Agreement HWSCoC-0004913 and Covenant Agreement Template with God's Fan Club, LLC (Attachment B) for the Emergency Resilience/Shelter Project, for a total amount of \$2,000,000 for a period beginning upon execution through December 31, 2026;
3. Approve the attached Form of the ARPA Subrecipient Agreement HWSCoC-0000054 and Covenant Agreement Template with Riverside University Health System – Behavioral Health (Attachment C) for the Emergency Resilience/Shelter Project, for a total amount of \$1,000,000 for a period beginning upon execution through December 31, 2026;
4. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute substantially conforming in form and substance to the attached Subrecipient Agreements and Covenant Agreements, each conforming in form and substance to the attached Subrecipient Agreements and Covenant Agreement Templates, subject to approval as to form by County Counsel;
5. Authorize the Director of HWS, or designee, to take all necessary steps to implement the attached Subrecipient Agreements and Covenant Agreements, including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and
6. Authorize the Director of HWS, or designee, to administer all actions necessary related to the attached Subrecipient Agreements and Covenant Agreements based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments to the agreements that make modifications to the scope of services that stay within the intent of the agreement; (b) move the allocated funds between the subrecipients; (c) sign amendments to the agreements that make modifications to the schedule of performance for the grant projects; and (d) sign amendments extending the period of performance and modifying the compensation provisions that do not exceed the sum total of 20% of the total grant amount of the awards, as approved by U.S. Department of Treasury.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$3,190,476	\$ 4,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act Funds (100%)			Budget Adjustment: No	
			For Fiscal Year: 23/24-25/26	

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

Summary

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved a preliminary installment for the 2nd round of funding for the American Rescue Plan Act (ARPA). A \$49 million county-wide allocation was divided into five different funding categories: County Department Response (\$18 million), Emergency Resilience/Shelters (\$10 million), Economic Recovery (\$8 million), Child Care (\$8 million), and Workforce Development (\$5 million). The County of Riverside Housing and Workforce Solutions (HWS) department was awarded the \$10 million Emergency Resilience/Shelter funding to invest the award equally among each district (\$2 million per district).

On July 11, 2023 (Minute Order 3.18), the Board of Supervisors approved the initial allocation of \$7,616,660 from the ARPA Coronavirus Relief fund for the Emergency Resilience/Shelter Expansion to allocate resources towards seven (7) projects across all five districts. The Board previously approved four (4) of the projects on December 12, 2023, on Minute Order 3.26 (MinuteTraQ ID No. 23061). Staff has prepared agreements for three (3) of these projects which include God’s Fan Club, LLC: Project Touch Life Restoration Campus, Riverside University Health System – Behavioral Health: The Place Transitional Housing, and Housing Authority of the County of Riverside: Crisis Stabilization Housing. Subrecipients understand and agree that grant funding is a one-time funding opportunity and must be fully expended by December 31, 2026. Staff recommends approval of the attached forms of the Subrecipient Agreements and Covenant Agreement Templates for the use of the ARPA funds for the Emergency Resilience/Shelter Projects as identified below.

District	City	Agency/Project	Target Population	Number of Beds	Allocated Amount
District 1	Wildomar*	God’s Fan Club, LLC: Project Touch Life Restoration Campus	Families with Children	20 Beds	\$1,000,000
	Riverside	Riverside University Health System - Behavioral Health: The Place Transitional Housing	Individuals	31 Beds	\$1,000,000
District 3	Cities and Unincorporated Areas of District 3	Housing Authority of the County of Riverside: Crisis Stabilization Housing	Individuals and Families	17 Beds	\$1,000,000
	Wildomar*	God’s Fan Club, LLC: Project Touch	Families with Children	20 Beds	\$1,000,000

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

		Life Restoration Campus			
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** Wildomar is currently under District 1 and will transition to District 3 in 2025. Note that the number of beds in Wildomar is an aggregate total of 20 beds and both Districts 1 and 3 will allocate \$1 million each to the Project Touch Life Restoration Campus.*

The investment in these projects aligns with the County's Homeless Action Plan adopted by the Riverside County Board of Supervisor in March 2023, specifically addressing Action Area 3: Expand the Communities Capacity to Provide Safe and Effective Shelter and Interim Housing, with a goal of increasing in the number of crisis housing beds in the system by 25% over the next five (5) years. Since January 2024, the Continuum of Care has met and exceeded this goal.

Project Summary

God's Fan Club, LLC: Project Touch Life Restoration Campus

God's Fan Club, LLC (God's Fan Club), located at 20620 Grand Avenue in the City of Wildomar, Assessor Parcel Number (APN) 368-100-053-4, will be working on expanding its current facility to increase their shelter space for individuals with low and extremely low-income levels. God's Fan Club currently provides transitional housing to individuals and families throughout the Southwest region of Riverside County where those individuals are connected to additional resources, including social services, drug and alcohol rehabilitation programs, behavioral health, homeless prevention programs, and work-ability programs. The Project Touch Life Restoration Campus currently consists of one three (3) bedroom house. The ARPA funds allocated to God's Fan Club will fund a portion of the costs to construct Phase 1 of the Project Touch Life Restoration Campus. Phase 1 will consist of site development and the construction of two (2) new, 10-bedroom houses (20 bedrooms). The existing three (3) bedroom house will be preserved for a total of 23 bedrooms upon project completion. At completion of all phases of the property, the property will provide 9 new homes (8 new, 10-bedroom houses and 1 new 5-bedroom home) for a total of 80 new bedrooms.

Riverside University Health System – Behavioral Health: The Place Transitional Housing

Riverside University Health System – Behavioral Health (RUHS-BH), located at 2800 Hulen Place in the City of Riverside, APN 210-130-025, will be working on expanding its current facility to increase their shelter space for chronically homeless individuals who are experiencing serious mental illness. The Place, originally opened in 2007, has 24/7 on-site supportive services for homeless individuals who are experiencing serious mental illness. Supportive services currently being offered to drop-in guests include laundry, shower facilities, meals, referrals, and fellowship. These efforts will support new initiatives such as CARE Court, RIVCO Coordinated Response Team, and the high need homeless population in need of transitional housing in Riverside County. The ARPA funds allocated to RUHS-BH will increase the bed space from 25 to 31 beds and change the current shared housing format to single units. This will allow RUHS-BH to reopen as a transitional housing facility for homeless individuals seeking

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

temporary stability with a goal of successfully moving to and maintaining permanent housing. Funds will also be used to add new roofing, sewer and drainage, and facility furnishings.

Housing Authority of the County of Riverside: Crisis Stabilization Housing

Housing Authority of the County of Riverside (HACR) will provide Crisis Stabilization Housing to individuals, families with children, and youth who are experiencing homelessness in the cities and unincorporated areas of District 3. Crisis Stabilization Housing will ensure safe spaces to temporarily reside until availability at a mainstream shelter and/or a more permanent housing solution can be identified. The ARPA funds allocated to HACR will be used to pay for a total of 17 hotel rooms across the district. Temporary lodging will be provided for up to 90 days, and wraparound services will be coordinated through HWS during that time. This funding is estimated to help up to 136 individuals with the goal of successfully transitioning 80% of the residents into a permanent housing solution.

Impact on Residents and Businesses

These investments will have a positive impact on the citizens and businesses in the County of Riverside and ensure safe spaces exist for individuals, families with children and youth who are experiencing homelessness.

Additional Fiscal Information

There will be no impact upon the County's General Fund; the County's contribution to the Projects will be fully funded with the County's federal allocation of ARPA funds.

Project Fiscal Timelines

The three projects will not begin this fiscal year (FY 23/24). HACR will run the Crisis Stabilization Housing program beginning July 1, 2024 through June 30, 2025. All funds allocated to HACR will be fully expended during FY 24/25. RUHS-BH anticipates beginning the project in September 2024, and expect the expansion to be complete in September 2025. God's Fan Club will begin the expansion project in FY 24/25, and it will be completed during fiscal year 25/26. The project cost will spread over a duration of 18 months.

Agency/Project	FY 23/24	FY 24/25	FY 25/26	Total
God's Fan Club, LLC: Project Touch Life Restoration Campus	\$ 0	\$ 1,333,333	\$ 666,667	\$ 2,000,000
Housing Authority of the County of Riverside: Crisis Stabilization Housing	\$ 0	\$ 1,000,000	\$ 0	\$ 1,000,000
Riverside University Health System – Behavioral Health: The Place Transitional Housing	\$ 0	\$ 857,143	\$ 142,857	\$ 1,000,000

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

TOTAL	\$ 0	\$ 3,190,476	\$ 809,524	\$ 4,000,000
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ATTACHMENTS:

- Attachment A: HWSCoC-0000053 Subrecipient Agreement with the Housing Authority of the County of Riverside
- Attachment B: HWSCoC-0004913 Grant Agreement with God's Fan Club, LLC
- Attachment C: HWSCoC-0000054 Grant Agreement with Riverside University Health System – Behavioral Health

Prev.Agn.Ref.: (12/12/2023; 3.26)
(07/11/2023; 3.18)
(10/04/2022; 3.44)


Brianna Lontajo, Principal Management Analyst 4/3/2024


Aaron Gettis, Chief of Deputy County Counsel 3/28/2024

**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
FOR EMERGENCY RESILIENCE/SHELTER EXPANSION
(HWSCoC-000053)**

This Subrecipient’s Agreement (“Agreement”), for the use of U.S. Department of the Treasury (“Treasury Department”) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA or the “Act”, for the purpose of providing Emergency Resilience/Shelter Expansion, is made and entered into as of the Effective Date (defined herein), by and between County of Riverside, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Housing Authority of the County of Riverside, a public body corporate and politic, hereinafter referred to as “SUBRECIPIENT”.

RECITALS

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

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

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

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

1 WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second
2 installment allocation of ARPA funds to focus on projects and/or programs that serve as a
3 pathway to create affordable housing with necessary supporting infrastructure to assist low-
4 income communities disproportionately affected by the COVID-19 pandemic; and

5 WHEREAS, on July 11, 2023 (Minute Order 3.18), the Board authorized \$1,000,000 for
6 Housing and Workforce Solutions from the Second County-Wide ARPA allocation for the
7 Emergency Resilience/Shelter Expansion category, to be obligated for Crisis Stabilization
8 Housing Project in all cities and unincorporated areas of District 3; and

9 WHEREAS, SUBRECIPIENT is proposing to utilize SLFRF funds for Crisis
10 Stabilization Housing to provide safe spaces for individuals, families with children, and youth
11 who are experiencing homelessness and in need of a safe place to be until availability at a
12 mainstream shelter and/or a permanent housing solution is identified. SUBRECIPIENT will
13 utilize seventeen (17) hotel rooms across the County of Riverside and residents obtaining
14 assistance will be prioritized for lodging at a location within their city of residency. Temporary
15 lodging will be provided for up to ninety (90) days and wraparound services will be coordinated
16 through COUNTY; and

17 WHEREAS, the purpose of this Agreement is for COUNTY to provide Crisis
18 Stabilization Housing to SUBRECIPIENT in the maximum amount of One Million Dollars
19 (\$1,000,000.00) consisting of SLFRF funds, to serve an estimated number of 68-136 individuals
20 over a 12-month period, with the goal of successfully transitioning 80% of temporary residents
21 into a permanent housing solutions, as more fully described herein; and

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

27 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible

1 Uses under ARPA Rules in that they are necessary to assist populations experiencing food and
2 housing insecurity as a result of impacts due to the COVID-19 public health emergency.

3 NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable
4 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY
5 and SUBRECIPIENT hereby agree as follows:

6 1. PURPOSE AND USE OF FUNDS. The aforementioned Recitals are true and
7 correct and incorporated herein by this reference. COUNTY has agreed to grant the
8 SUBRECIPIENT a maximum total amount of One Million Dollars (\$1,000,000.00) in ARPA
9 funds (“ARPA Grant”) to SUBRECIPIENT upon the satisfaction of the terms and conditions
10 set forth herein, including but not limited to the conditions precedent to distribution of the
11 ARPA Grant set forth in **Section 7** below. SUBRECIPIENT promises and agrees to undertake
12 and serve as the Subrecipient by utilizing the sum of \$1,000,000.00 of the SLFRF to provide
13 Crisis Stabilization Housing to individuals, families with children, and youth who are
14 experiencing homelessness and need a safe place to reside until availability at a mainstream
15 shelter and/or a more permanent housing solution can be identified, as set forth in this
16 Agreement and in **Exhibit A**, which is attached hereto and incorporated herein by this
17 reference.

18 The ARPA Grant shall be used for only Eligible Uses under the ARPA Rules.
19 SUBRECIPIENT shall serve people that are experiencing homelessness or are chronically
20 homeless as defined in Title 24 CFR Part 578.3 (“Qualified Population(s)”).

21 2. TERM OF AGREEMENT. This Agreement shall become effective upon the
22 Effective Date, as defined in **Section 31** below, and unless terminated earlier pursuant to the
23 terms hereof, shall continue in full force and effect until **June 30, 2025**.

24 3. PERFORMANCE AND OUTCOMES. SUBRECIPIENT shall proceed
25 consistent with **Section II** as set forth in **Exhibit A**.

26 4. RESERVED.

27 5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses

covered under the terms of this Agreement prior to receiving written authorization from COUNTY to proceed.

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Heidi Marshall, Director	Cindy Hui, Deputy Director
County of Riverside HWS	Housing Authority of the County of Riverside
3403 Tenth Street, Suite 300	5555 Arlington Avenue
Riverside, CA 92501	Riverside, CA 92504

7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all funds consistent with the provisions of **Sections 1 and 2** of this Agreement. COUNTY, through its Housing and Workforce Solutions (“HWS”) shall: (1) make payments of the funds to SUBRECIPIENT as set forth in **Exhibit A** and (2) monitor the Emergency Resilience/Shelter Expansion Project activities to ensure compliance with all applicable ARPA Rules, applicable federal regulations, and the terms of this Agreement.

8. PAYMENT OF FUNDS. COUNTY shall pay SUBRECIPIENT for services

1 performed in accordance with the terms of **Exhibit B, Payment Provisions**, which is attached
2 hereto and incorporated herein by this reference. COUNTY is not responsible for any fees or
3 costs incurred above and beyond the contracted amount. Unless otherwise specifically stated
4 in **Exhibit B**, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's
5 expenses related to this Agreement. One hundred percent (100%) of the funds allocated to
6 SUBRECIPIENT, pursuant to this Agreement, shall be expended by the expiration date or
7 **June 30, 2025** ("Expenditure Deadline"). Any ARPA funds paid to SUBRECIPIENT, but not
8 expended pursuant to this Agreement by **June 30, 2025** shall be returned to COUNTY within
9 five (5) business days. In the event this Agreement is terminated prior to **June 30, 2025**, any
10 funds paid to SUBRECIPIENT, but not expended prior to the date of termination, shall be
11 returned to COUNTY within five (5) business days of the notice of termination.

12 9. RECORDS AND INSPECTIONS.

13 a. SUBRECIPIENT shall establish and maintain financial, programmatic,
14 statistical, and other supporting records of its operations and financial activities in accordance
15 with the ARPA Rules and the Uniform Administrative Requirements, Cost Principles, and
16 Audit Requirements for Federal Awards (2 CFR Part 200) as it relates to the acceptance and
17 use of the SLFRF under this Agreement. In accordance with the Compliance and Reporting
18 Guidance for State and Local Fiscal Recovery Funds § E.2, said records shall be retained for a
19 period of five (5) years from the date that the activity or program funded with the Riverside
20 County Contribution to the Emergency Resilience/Shelter Expansion Project is closed out by
21 the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the five (5)
22 year retention period requirement, pursuant to 2 CFR 200.333 include the following:

23 i. if any litigation, claim, or audit is started prior to the expiration of
24 the five (5) year period;

25 ii. when the SUBRECIPIENT is notified in writing by the COUNTY
26 or a Federal agency to extend the retention period;

27 b. SUBRECIPIENT shall maintain a separate account for Riverside County

1 Contribution to the Emergency Resilience/Shelter Expansion Project received.

2 c. SUBRECIPIENT shall obtain an external audit in accordance with the
3 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
4 Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less
5 frequently than every two years. Nonprofit institutions and government agencies that expend
6 less than \$750,000 a year in federal awards are exempt from federal audit requirements, but
7 records must be available for review by appropriate officials of the federal grantor agency or
8 subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after
9 the end of the COUNTY'S fiscal year.

10 d. SUBRECIPIENT shall, during normal business hours make available to
11 COUNTY and to authorized Federal Agencies for examination and copying all of its records
12 and other materials with respect to matters covered by this Agreement.

13 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT
14 shall comply with all applicable federal, state and local laws, regulations and ordinances. By
15 executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and
16 comply with the following as they may be applicable to a SUBRECIPIENT of the SLFRF
17 granted pursuant to the ARPA Rules and shall pass down these requirements to all tiers of
18 awardees, subcontractors, consultants, and subconsultants working under this Agreement:

19 a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal
20 Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,
21 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The
22 SUBRECIPIENT will not discriminate against any employee or applicant for
23 employment because of race, color, religion, sex, or national origin. SUBRECIPIENT
24 shall ensure that all qualified applicants will receive consideration for employment
25 without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will
26 take affirmative action to ensure that applicants are employed and the employees are
27 treated during employment, without regard to their race color, religion, sex, or national

1 origin. Such actions shall include, but are not limited to, the following: employment, up-
2 grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or
3 other forms of compensation; and selection for training, including apprenticeship. The
4 SUBRECIPIENT agrees to post in a conspicuous place, available to employees and
5 applicants for employment, notices to be provided by the County setting forth the
6 provisions of this non-discrimination clause;

7 b. Executive Order 11063, as amended by Executive Order 12259, and implementing
8 regulations at 24 CFR Part 107;

9 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and
10 implementing regulations;

11 d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing
12 regulations;

13 e. The regulations, policies, guidelines and requirements of the Uniform Administrative
14 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part
15 200) as they relate to the acceptance and use of federal funds under the federally-assigned
16 program;

17 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations
18 issued at 24 CFR Part 1;

19 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and

20 h. *Rights to Data and Copyrights*: SUBRECIPIENT agree to comply with all applicable
21 provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-
22 3, Federal Acquisition Regulations (FAR).

23 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A.
24 7401 et seq.) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 et
25 seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall
26 contain a provision that requires the recipient to agree to comply with all applicable
27 standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401

1 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section
 2 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the
 3 Environmental Protection Agency (EPA).

- 4 j. *Byrd Anti-Lobbying Certification (31 U.S.C.A. 1352)*: The language of the certification
 5 set forth below shall be required in all contracts or subcontracts entered into in connection
 6 with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly.
 7 This certification is a material representation of fact upon which reliance was placed
 8 when this transaction was made or entered into. Submission of this certification is a
 9 prerequisite for making or entering into this transaction imposed by. Section 1352, Title
 10 31, U.S. code. Any person who fails to file the required certification shall be subject to a
 11 civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

12 “The undersigned certifies, to the best of his or her knowledge or belief, that:

13 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to
 14 any person for influencing or attempting to influence an officer or employee of any
 15 agency, a Member of Congress, an officer or employee of Congress, or an employee of
 16 a Member of Congress in connection with the awarding of any Federal contract, the
 17 making of any Federal grant, the making of any Federal loan, the entering into of any
 18 cooperative agreement, and the extension, continuation, renewal, amendment, or
 19 modification of any Federal contract, grant, loan, or cooperative agreement;

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

- 26 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract
 27 shall be made to parties listed on the General Services Administration's List of Parties

1 Excluded from Federal Procurement or Nonprocurement Programs in accordance with
2 E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424.
3 This list contains the names of parties debarred, suspended, or otherwise excluded by
4 agencies, and contractors declared ineligible under statutory or regulatory authority other
5 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall
6 provide the required certification regarding its exclusion status and that of its principal
7 employees.

8 1. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41 U.S.C.A.
9 Section 8101-8103) requires grantees (including individuals) of federal agencies, as a
10 prior condition of being awarded a grant, to certify that they will provide drug-free
11 workplaces. Each potential recipient must certify that it will comply with drug-free
12 workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part
13 2424.

14 m. *Access to Records and Records Retention:* The SUBRECIPIENT or Contractor, and any
15 subconsultants or subcontractors, shall allow all duly authorized Federal, State, and/or
16 County officials or authorized representatives access to the work area, as well as all
17 books, documents, applications for assistance, materials, papers, and records of the
18 SUBRECIPIENT or Contractor, and any subconsultants or subcontractors, that are
19 directly pertinent to a specific program for the purpose of making audits, examinations,
20 excerpts, and transcriptions. The SUBRECIPIENT or Contractor, and any subconsultants
21 or subcontractors, further agree to maintain and keep such books, documents,
22 applications for assistance, materials, papers, and records, on a current basis, recording
23 all transactions pertaining to this agreement in a form in accordance with generally
24 acceptable accounting principles. All such books and records shall be retained for such
25 periods of time as required by law, provided, however, notwithstanding any shorter
26 periods of retention, all books, records, and supporting detail shall be retained for a period
27 of at least five (5) years after the expiration of the term of this Agreement.

- 1 n. *Federal Employee Benefit Clause*: No member of or delegate to the Congress of the
2 United States, and no Resident Commissioner shall be admitted to any share or part of
3 this agreement or to any benefit to arise from the same.
- 4 o. *Energy Efficiency*: Mandatory standards and policies relating to energy efficiency which
5 are contained in the State energy conservation plan issued in compliance with the Energy
6 Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201,
7 et. seq., 89 Stat.871).
- 8 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity that is a
9 state agency or agency of a political subdivision of a state and its contractors must comply
10 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901,
11 et seq.), as amended by the Resource Conservation and Recovery Act. The requirements
12 of Section 6002 include procuring only items designated in guidelines of the
13 Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest
14 percentage of recovered materials practicable, consistent with maintaining a satisfactory
15 level of competition, where the purchase price of the item exceeds \$10,000 or the value
16 of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid
17 waste management services in a manner that maximizes energy and resource recovery;
18 and establishing an affirmative procurement program for procurement of recovered
19 materials identified in the EPA guidelines.
- 20 q. *Contract Work Hours and Safety Standards Act ("CWHSA") (30 U.S.C. 3701-3708)*:
21 SUBRECIPIENT agrees to comply with all applicable provisions of the CWHSA.
- 22 r. *Lead Hazard Control Requirements (24 CFR Part 35)*: SUBRECIPIENT agrees to
23 comply with all applicable provisions of the Lead Hazard Control Requirements as set
24 forth in 24 CFR Part 35.
- 25 s. *Uniform Relocation Act (24 CFR Part 92.353)*: SUBRECIPIENT agrees to comply with
26 all applicable provisions of the Uniform Relocation Act as set forth in 24 CFR Part
27 92.353.)

- 1 t. *Prevailing Wages*: If applicable, SUBRECIPIENT shall comply with any applicable
2 labor regulations and all other State laws in connection with the work which compromise
3 the Project, including if applicable, requirements relating to prevailing wages.
4 SUBRECIPIENT agrees and acknowledges that it is the responsibility of the
5 SUBRECIPIENT to obtain a legal determination, at SUBRECIPIENT's sole cost and
6 expenses as to whether prevailing wages must be paid for during the work.
7 SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY harmless from and
8 against any and all liability arising out of and related to SUBRECIPIENT's failure to
9 comply with any and all applicable prevailing wage requirements. The indemnification
10 obligations set forth herein shall survive the termination and expiration of this
11 Agreement.
- 12 u. *Violence Against Women Act (VAWA)*: VAWA provides housing protections for survivors
13 of domestic and dating violence, sexual assault and stalking ('domestic violence'). VAWA
14 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-
15 322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations
16 for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart
17 L, and related provisions in HUD's program regulations (HUD's VAWA regulations).
18 VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's
19 reauthorization includes new implementation requirements. Grantees, subrecipients and
20 developers shall ensure compliance with all requirements of VAWA including but not
21 limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant,
22 or evicted, or have assistance terminated as a tenant because applicant or tenant is or has
23 been a victim of domestic violence; (b) Implement an emergency transfer plan allowing
24 domestic violence survivor to move to another safe and available unit; (c) Provide
25 protections against denial, terminations, and evictions that directly result from being a
26 victim of domestic violence; (d) Implement a low barrier certification process and allow
27 self-certification of domestic violence.

11. HOLD HARMLESS/INDEMNIFICATION

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

11.2 With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUPRECIPIENT 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 SUBRECIPIENT indemnification to Indemnitees as set forth herein.

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

11.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENTS’S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

12. INSURANCE. Without limiting or diminishing the SUBRECIPIENT’S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the term of this Agreement.

a. Workers’ Compensation:

If the SUBRECIPIENT has employees as defined by the State of California, the

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

6 b. Commercial General Liability:

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

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

16 If the work will include contact with minors, and the Commercial General Liability policy is not
17 endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall
18 obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than
19 \$2,000,000 per occurrence or claim.

20 c. Vehicle Liability:

21 If vehicles or mobile equipment are used in the performance of the obligations under this
22 Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned
23 or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single
24 limit. If such insurance contains a general aggregate limit, it shall apply separately to this
25 agreement or be no less than two (2) times the occurrence limit. Policy shall name the County
26 of Riverside as Additional Insured.
27

1 d. General Insurance Provisions - All lines:

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

7 (ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance
8 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
9 retentions shall have the prior written consent of the County Risk Manager before the
10 commencement of operations under this Agreement. Upon notification of self-insured
11 retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager,
12 SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as
13 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
14 of losses and related investigations, claims administration, and defense costs and expenses.

15 (iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to
16 furnish the County of Riverside with either 1) a properly executed original Certificate(s) of
17 Insurance and certified original copies of Endorsements effecting coverage as required herein,
18 and 2) if requested to do so orally or in writing by the County Risk Manager, provide original
19 Certified copies of policies including all Endorsements and all attachments thereto, showing
20 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
21 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
22 be given to the County of Riverside prior to any material modification, cancellation, expiration
23 or reduction in coverage of such insurance. In the event of a material modification,
24 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
25 unless the County of Riverside receives, prior to such effective date, another properly executed
26 original Certificate of Insurance and original copies of endorsements or certified original
27 policies, including all endorsements and attachments thereto evidencing coverage's set forth

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

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

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

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

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

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

26 13. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
27 applicable regulations found in the Uniform Administrative Requirements, Cost Principles,

1 and Audit Requirements for Federal Awards (2 CFR Part 200), the Act, the Final Rule and 31
2 CFR Part 35 (defined above as the “ARPA Rules”). SUBRECIPIENT shall pass down all
3 applicable regulations found in the ARPA Rules and 2 CFR Part 200 to all tiers of
4 subcontractors, consultants, and subconsultants working under this Agreement.

5 14. PROGRAM INCOME. COUNTY may approve, at its sole and discretion, any
6 request from SUBRECIPIENT to retain program income pursuant to 2 CFR Section 200.307.

7 15. INDEPENDENT CAPACITY. The SUBRECIPIENT is, for purposes relating to
8 this Agreement, an independent contractor and shall not be deemed an employee, officer, or
9 agent of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT
10 (including its employees, agents and subcontractor’s) shall in no event be entitled to any
11 benefits to which the COUNTY employees are entitled, including but not limited to overtime,
12 any retirement benefits, worker's compensation benefits, and injury leave or other leave
13 benefits. There shall be no employer-employee relationship between the parties; and the
14 SUBRECIPIENT shall hold the COUNTY harmless from any and all claims that may be made
15 against the COUNTY based upon any contention by a third party that an employer-employee
16 relationship exists by reason of this Agreement. It is further understood and agreed by the
17 Parties that the SUBRECIPIENT in the performance of this Agreement is subject to the control
18 or direction of the COUNTY merely as to the results to be accomplished and not as to the
19 means and methods for accomplishing the results.

20 16. NONDISCRIMINATION. SUBRECIPIENT agrees to abide by and include in
21 any subcontracts, subgrants, contracts, loans, or cooperative agreements to perform work under
22 this Agreement, the following clause:

23 "During the performance of this Agreement SUBRECIPIENT and its subcontractors
24 shall not unlawfully discriminate against any employee or applicant for employment
25 because of race, religion, color, national origin, ancestry, physical disability, medical
26 condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall
27 insure that the evaluation and treatment of their employees and applicants for

1 employment are free of such discrimination. SUBRECIPIENT and subcontractors shall
2 comply with the provisions of the Fair Employment and Housing Act (California
3 Government Code Section 12900 et seq.). The applicable regulations of the Fair
4 Employment and Housing Commission implementing California Government Code
5 Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California
6 Administrative Code are incorporated into this Agreement by reference and made a part
7 hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written
8 notice of their obligations under this clause to labor organizations with which they have
9 a collective bargaining or other agreement."

10 17. PROHIBITION AGAINST CONFLICTS OF INTEREST.

11 a. SUBRECIPIENT and its assigns, employees, officers, agents,
12 consultants, officers, subcontractors and appointed officials shall become familiar with and
13 shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit
14 Requirements for Federal Awards (2 CFR Part 200).

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

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

21 d. No covered persons who exercise or have exercised any functions or
22 responsibilities with respect to the assisted activities, or who are in a position to participate in
23 a decision-making process or gain inside information with regard to such activities, may obtain
24 a financial interest in any contract, or have a financial interest in any contract, subcontract, or
25 agreement with respect to activities assisted with the Emergency Resilience/Shelter Expansion
26 Project, or with respect to the proceeds from activities assisted with Emergency
27 Resilience/Shelter Expansion Project funding, either for themselves or those with whom they

1 have business or immediate family ties, during their tenure or for a period of one (1) year
2 thereafter. For purposes of this paragraph, a “covered person” includes any person who is an
3 employee, agent, consultant, officer, or elected or appointed official of the Grantee, the
4 Subrecipient, or any designated public agency.

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

8 f. Prior to any funding under this Agreement, SUBRECIPIENT shall
9 provide COUNTY with a list of all employees, agents, consultants, officers and elected and
10 appointed officials who are in a position to participate in a decision-making process, exercise
11 any functions or responsibilities, or gain inside information with respect to the Emergency
12 Resilience/Shelter Expansion Project activities funded under this Agreement.
13 SUBRECIPIENT shall also promptly disclose to COUNTY any potential conflict, including
14 even the appearance of conflict, that may arise with respect to the Emergency
15 Resilience/Shelter Expansion Project activities funded under this Agreement.

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

18 18. LOBBYING. The SUBRECIPIENT certifies to the best of its knowledge and
19 belief, that:

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

27 b. If any funds other than federally appropriated funds have been paid or will

1 be paid to any person for influencing or attempting to influence an officer to employee of any
 2 agency, a member of Congress, an officer or employee of Congress, or an employee of a
 3 member of Congress in connection with this federal contract, grant, loan, or cooperative
 4 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form
 5 to Report Lobbying," in accordance with its instructions.

6 c. The undersigned shall require that the language of this certification be
 7 included in the award documents for all subawards at all tiers (including subcontracts,
 8 subgrants, and contracts under grants, loans, and cooperative agreements) and that all
 9 Subrecipients shall certify and disclose accordingly. This certification is a material
 10 representation of fact upon which reliance was placed when this transaction was made or
 11 entered into.

12 19. TERMINATION.

13 a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement
 14 except upon express written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(4).

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

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

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

23 (3) In the event the Treasury Department's SLFRF funding is
 24 terminated or otherwise becomes unavailable.

25 (4) If by **June 30, 2025**, SUBRECIPIENT does not expend the funds
 26 as an Eligible Use as defined under the ARPA Rules, within the COUNTY's sole and absolute
 27 determination, this Agreement shall self-terminate and any SLFRF funds drawn shall be

1 returned within thirty (30) calendar days. Upon such termination, this Agreement shall become
2 null and void, except for the provisions that survive the termination if this Agreement.

3 c. This Agreement may be terminated and/or funding suspended, in whole
4 or in part, for cause in accordance with the Uniform Administrative Requirements, Cost
5 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall
6 be based on the failure of the SUBRECIPIENT to materially comply with either the terms or
7 conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to
8 incur any costs related thereto, or connected with, any area of conflict from which the
9 COUNTY has determined that suspension of funds is necessary.

10 d. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to
11 the COUNTY any Riverside County Contribution on hand at the time of expiration of the
12 Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable
13 to the use of Riverside County Contribution awarded pursuant to this Agreement.

14 20. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project
15 funded pursuant to this Agreement, during the term of this Agreement, will make reference to
16 the Emergency Resilience/Shelter Expansion Project.

17 21. PROJECT MONITORING AND EVALUATION. SUBRECIPIENT shall be
18 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
19 of this Agreement and the effective and efficient achievement of the goals of the Emergency
20 Resilience/Shelter Expansion Project, as set forth in **Exhibit A**, and in compliance with the
21 ARPA Rules. SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness
22 and timely compliance with the provisions of this Agreement and ARPA Rules. The quarterly
23 written reports shall include, but shall not be limited to, the following data elements:

24 a. SUBRECIPIENT shall complete and maintain detailed records for each
25 individual, family with children, and/or youth experiencing homelessness serves through the
26 Project.

27 b. SUBRECIPIENT shall maintain and submit to the COUNTY detailed records

1 of every expense incurred in carrying out and implementing the Project and shall submit to the
2 COUNTY upon request within five (5) business days.

3 c. SUBRECIPIENT shall submit to the COUNTY on the first business day
4 following the end of each calendar quarter the reporting requirements as set forth in Exhibit A,
5 Section 1.c. Electronic records may be accepted with prior written approval from the
6 COUNTY.

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

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

16 24. MINISTERIAL ACTS. The Director of the COUNTY's Housing and Workforce
17 Solutions ("HWS"), or designee(s), and SUBRECIPIENT's Executive Director, or designee(s),
18 are authorized to take such ministerial actions as may be necessary or appropriate to implement
19 the terms, provisions, and conditions of this Agreement as it may be amended from time to
20 time.

21 25. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of
22 funding pursuant to this Agreement is the American Rescue Plan Act of 2021 (H.R. 1319).
23 SUBRECIPIENT certifies that it has familiarized itself with the ARPA Rules.

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

27 27. INTERPRETATION AND GOVERNING LAW. This Agreement and any

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

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

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

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

21 31. EFFECTIVE DATE. The effective date of this Agreement is July 1, 2024 (the
22 "Effective Date").

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

26 33. FORCE MAJEURE.

27 a. Performance by either party hereunder shall not be deemed to be in default where

1 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
 2 casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight
 3 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually
 4 severe weather, inability to secure necessary labor, material or tools, delays of any contractor,
 5 sub-contractor or supplier, acts of the other party, acts or failure to act of a public or
 6 governmental agency or entity, or any causes beyond the control or without the fault of the party
 7 claiming an extension of time to perform.

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

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

21 35. MODIFICATION OF AGREEMENT. This Agreement may be modified or
 22 amended only by a writing signed by the duly authorized and empowered representatives of
 23 COUNTY and SUBRECIPIENT, respectively.

24 (SIGNATURES ON THE NEXT PAGE)

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

3 COUNTY OF RIVERSIDE,
4 a political subdivision of the
5 State of California

HOUSING AUTHORITY OF THE COUNTY OF
RIVERSIDE, a public body corporate and politic

6 BY: form - do not sign

BY: form - do not sign

7 Name: Heidi Marshall
8 Title: Director, Housing and
9 Workforce Solutions


Name: Cindy Hui
Title: Deputy Director

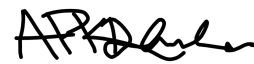
10 Date: _____

Date: _____

11
12 APPROVED AS TO FORM:
13 Minh C. Tran
14 County Counsel

APPROVED AS TO FORM:
Minh C. Tran
General Counsel

15 By: 
16 Paula S. Salcido
17 Deputy County Counsel

15 By: 
16 Amrit P. Dhillon
17 Deputy General Counsel

EXHIBITS

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- EXHIBIT “A” SCOPE OF WORK
- EXHIBIT “B” PAYMENT PROVISION
- EXHIBIT “C” SUBRECIPIENT PAYMENT REQUEST FORM 2076A
- EXHIBIT “D” SUPPORTING DOCUMENTATION INSTRUCTIONS
- EXHIBIT “E” ARPA TIME/ACTIVITY REPORT
- EXHIBIT “F” ASSURANCE OF COMPLIANCE

EXHIBIT "A"
SCOPE OF WORK

I. SCOPE OF SERVICE

A. Description of Services

SUBRECIPIENT shall:

1. Assign staff to be a liaison between SUBRECIPIENT and COUNTY.
2. Provide crisis stabilization housing to individuals, families with children, and youth who are experiencing homelessness and in need of a safe place to reside until availability at a mainstream shelter and/or a more permanent housing solution can be identified. Wraparound supports will be coordinated through COUNTY.
3. Serve between 68-136 individuals over a 12-month period and successfully transition 80% of the residents into a permanent housing solution.
4. Provide a safe, secure, and clean place to stay for those who cannot be diverted from the homeless system of care. SUBRECIPIENT is to provide a short-term placement while permanent or more long-term housing options are obtained.

B. PROJECT DETAIL

Project Component Type:	Housing
Funding Costs for:	Crisis Stabilization Housing
Population Focus:	Individuals, families with children, and youth experiencing homelessness in District 3 of Riverside County

C. Outcomes Data Analysis

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks with the number of new beds:

# of households served (Note: Performance Report should include breakdown of each type, e.g., Single Adult, Youth, and Families)	68-136 Households
# of people served (Note: Performance Report should include breakdown of each type, e.g., Single Adult, Youth, and Families)	68-136 Persons
Percentage of households to achieve housing stability	80%

Percentage of persons to achieve housing stability	80%
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%

D. LODGING

SUBRECIPIENT shall:

1. Secure 17 hotel/motel rooms across District 3 of Riverside County. Residents in need of assistance shall be placed in temporary lodging within their city of residency. Temporary lodging will be provided for up to 90 days.
2. Reserve 4-5 hotel rooms in each city within District 3, and 2-3 rooms in unincorporated areas of District 3.
3. Provide temporary lodging at the following hotels/motels:

City or Unincorporated Area	Unsheltered Count	Hotel/Motel
Menifee	25	Motel 6 27955 Encanto Drive Menifee, CA 92586
Murrieta	33	Comfort Inn & Suites 41005 California Oaks Road Murrieta, CA 92562
Temecula	35	Quality Inn 27388 Jefferson Avenue Temecula, CA 92590
East Hemet*	15	Vagabond Inn 2688 E. Florida Avenue Hemet, CA 92544
		Days Inn 800 W. Florida Avenue Hemet, CA 92544
Green Acres*	1	Days Inn 800 W. Florida Avenue Hemet, CA 92544
Homeland*	7	Sun Leisure Inn 27350 CA-74 Sun City, CA 92585

Valle Vista*	3	Days Inn 800 W. Florida Ave. Hemet, CA 92544
Winchester*	2	Comfort Inn & Suites 41005 California Oaks Road Murrieta, CA 92562

* No hotels located within the unincorporated area. Nearest hotel has been identified and will be used.

E. REPORTING REQUIREMENTS

1. Reporting requirements and timelines in the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds:

Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 – 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	April 30, 2027

Table 5 Recovery Plan Timeline

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021 or 60 days after receiving funding
2	July 1, 2021 – June 30, 2022	July 31, 2022

Annual Report	Period Covered	Due Date
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	April 30, 2027

Reporting shall begin upon full execution of the Agreement. Subrecipient is not responsible for reporting prior to the commencement of the Project. Reports are due on the first business day following the end of each calendar quarter, and the first business day following the end of each fiscal year.

EXHIBIT "B"
PAYMENT PROVISIONS

A.1 **MAXIMUM REIMBURSABLE AMOUNT**

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed \$1,000,000.00. Said funds shall be spent according to the line-item budget below:

ACTIVITY	COST
Lodging	\$682,550.00
Meals and Other Essential Goods	\$216,000.00
Case Management Services	\$101,450.00
TOTAL	\$1,000,000.00

The table above may be changed (without changing the Total amount) with written approval from COUNTY.

A.2 **METHOD, TIME, AND CONDITIONS OF PAYMENT**

a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Exhibit D, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:

1. Subrecipient Payment Request Form 2076A (Exhibit A)
2. ARPA Time/Activity Report (Exhibit E)

b. All completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 **INELIGIBLE COSTS**

- a. Funding cannot be used for lobbying or fundraising efforts.
- b. No payments for debt service and replenishments of rainy-day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act or the Uniform Guidance (2 CFR 200) conflicts of interest requirements, and other federal, state, and local laws and regulations pursuant to the ARPA Rules.
- c. No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are eligible use the Emergency Resilience/Shelter Expansion Project may be used for those costs pursuant to the ARPA Rules.

- d. Funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act (e.g., uses of funds that U.S. DEPARTMENT OF TREASURY Coronavirus State & Local Fiscal Recovery Funds: Overviews of the Final Rule U.S. Department of the Treasury undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of the program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).
- e. The COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. COUNTY has the authority to withhold funds under this Agreement pending a final determination by COUNTY of questioned expenditures or indebtedness. If the SUBRECIPIENT or its funded subcontractors use ARPA funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these funds to the COUNTY. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds. An expenditure which is not authorized under this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY.

A.4 EXPENDITURE OF FUNDS

One hundred percent (100%) of ARPA funds shall be Expended by June 30, 2026. Any ARPA funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by June 30, 2026 shall be returned to COUNTY within five (5) business days.

A.5 BUDGET AMENDMENTS

SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the SUBRECIPIENT in writing.

A.6 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with the provisions of this Agreement.

A.7 FISCAL ACCOUNTABILITY

- a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.
- b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

EXHIBIT "C"
SUBRECIPIENT PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
Remit to Name

Remit to Address

City State Zip Code

Contract Number

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below

Advance Payment \$ _____ (if allowed by Contract/Grant)
 Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order# (10) Invoice #

Amount Authorized
If amount authorized is different from amount request, please
see attached claim recap for adjustments.

Program Date

Fiscal Date

HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

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

Mail Claims Packet to address shown on upper left corner of the Subrecipient Payment Request Form (2076A).

[see method, time, and schedule/condition of payments).
(Please type or print information on all Forms.)

2076A

SUBRECIPIENT PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"SUBRECIPIENT Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (SUBRECIPIENT'S)"

Self-explanatory (required). Original Signature needed for payment.

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

**EXHIBIT “D”
Supporting Documentation Instructions**

GENERAL GUIDELINES

- ❖ Claims must be submitted in an organized format.
- ❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
- ❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
- ❖ Any claims difficult to review due to organization or backup documentation issues **will be rejected.**
- ❖ All claims must be in accordance with the terms and conditions of your

FISCAL YEAR-END (JUNE 30)

- ❖ The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by **June 6.**
***If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).**
- ❖ Claims received after **June 6** will still be paid. However, payment will be delayed until after **June 30th.**
- ❖ Claims at year-end must still follow the same general guidelines.
***Estimates are not allowed unless specifically authorized by our fiscal team.**

PERSONALLY IDENTIFIABLE INFORMATION (PII)

- ❖ All PII of program participants **must** be redacted, including:
- ❖ Name, Address, Date of birth, Social Security Number, Driver’s License
- ❖ Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.

**FORMS / SUMMARY WORKSHEETS – Required with each claim.
Spreadsheets must be provided in Excel format.**

- ❖ **SIGNED/DATED** Payment Request Form (current version of Form 3106 or Form 2076A, depending on the grant)
- ❖ Staffing Detail Worksheet
- ❖ Rental Assistance Summary Worksheet, if applicable
- ❖ Summary Worksheet for other expenses

LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.

- ❖ Lease agreement
- ❖ Rent reasonableness, if required by the grant
- ❖ Rent calculation, if required by the grant

LEASING / RENTAL ASSISTANCE – Required with each claim.

would suffice for proof of payment for claim submission.

1	LEASING / RENTAL ASSISTANCE – Required with each claim.
2	❖ Invoice or documentation of rent amount and service month(s)
3	❖ Proof of payment
4	STAFF / PAYROLL – Required with each claim.
5	❖ <u>Time and Activity Report</u>
6	❖ Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
7	❖ Must be signed (electronically or hand-signed) by the employee and the
8	❖ Employee paystub with proof of payment and/or payroll register from a third-party payroll company
9	❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
10	STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
11	❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
12	❖ Invoice and proof of payment**
13	OTHER EXPENSES
14	❖ Invoice/receipt including date and explanation of expense explanation of charges.
15	❖ Proof of payment**
16	❖ Motel/hotel payments – Invoice/receipt from the motel/hotel for the specific dates of service.
17	❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
18	PROOF OF PAYMENT – CHECK PAYMENTS
19	❖ Copy of the front of the check
20	❖ Proof of payment of the credit card statement (cancelled check or check stub)
21	❖ Copy of the cancelled back of the check and/or the bank statement
22	PROOF OF PAYMENT – ACH PAYMENTS
23	❖ Printout of payment confirmation from the bank and/or Bank statement with relevant charge(s) highlighted
24	PROOF OF PAYMENT - CREDIT CARD PAYMENTS
25	❖ Credit card statement with relevant charge(s) highlighted
26	❖ Proof of payment of the credit card statement, matching the above requirements for check or ACH payments
27	

EXHIBIT "E"
ARPA Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - ARPA TIME & ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL			
SERVICE STAFF (ARPA Only)																																			0.00
ARPA Service Activities																																			0.00
Total Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ADMINISTRATIVE STAFF (ARPA Only)																																			
ARPA Administrative Activities																																			0.00
NON-PROJECT (Time not worked on ARPA)																																			
Non-Project																																			
Total Non-Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
FRINGE HOURS																																			
Vacation																																			0.00
Sick																																			0.00
Holiday																																			0.00
Other Paid Time Off																																			0.00
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Technical Assistance	0.00
Actual Hours - Administration	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature

Date

EXHIBIT "F"

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

Housing Authority of the County of Riverside
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

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

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

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

	form - do not sign
Date	Authorized Signature
5555 Arlington Avenue Riverside, CA 92504	
Address of Vendor/Recipient (08/13/01)	CR50-Vendor Assurance of Compliance

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

This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS (“Agreement”) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”) and God’s Fan Club, LLC, a California limited liability company dba Project T.O.U.C.H. (“GRANTEE”). The COUNTY and GRANTEE may be individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made and entered into as of the Effective Date (defined herein).

RECITALS

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

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

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

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

1 WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second
2 installment allocation of APRA funds to focus on projects and/or programs that serve as a
3 pathway to create affordable housing with necessary supporting infrastructure to assist low-
4 income communities disproportionately affected by the COVID-19 pandemic; and

5 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
6 to construct phase 1 of the Project Touch Life Restoration Campus. Phase 1 will consist of site
7 development and the construction of two new, 10 bedroom houses (20 bedrooms) (the “Project”).
8 The existing 3 bedroom house will be preserved for a total of 23 bedrooms upon project
9 completion. At completion of all phases of the property, the property will provide nine new homes
10 (eight new, 10 bedroom houses and one new 5 bedroom home) for a total of 80 new bedrooms.
11 The Project will be located at 20620 Grand Ave, Wildomar, California, 92595, more specifically
12 known as Assessor’s Parcel Number 368-100-053-4, and as more specifically described in the
13 legal description attached hereto and incorporated herein as **Exhibit A**; and

14 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial assistance
15 to GRANTEE in the maximum amount of Two Million Dollars (\$2,000,000) consisting of SLFRF
16 funds, to fund a portion of the Project costs, also known as the Project Touch -Life Restoration
17 Campus, as more fully described herein; and

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

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

26 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses
27 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
28

1 insecurity as a result of impacts due do to the COVID-19 public health emergency.

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

5 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
6 herein by this reference. COUNTY has agreed provide a grant in the maximum total of Two
7 Million Dollars (\$2,000,000) in ARPA funds (“ARPA Grant”) to GRANTEE upon the
8 satisfaction of the terms and conditions set forth herein, including but not limited to the
9 conditions precedent to distribution of the ARPA Grant set forth in **Section 14** below. Subject
10 also to **Sections 51** below, GRANTEE shall undertake and complete the ARPA activities
11 required herein and as set forth in **Exhibits A, B and C**, and shall utilize the ARPA Grant, as
12 required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that are
13 experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3
14 (“Qualified Population(s”).

15 2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date
16 (defined in **Section 58** below), GRANTEE hereby agrees to undertake and complete the
17 following activities within the time period(s) set forth herein and in **Exhibit B**:

- 18 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in
19 **Section 14** below.
- 20 b. Fund the Project in accordance with the timeline set forth in **Exhibit B and C**.
- 21 c. Operate the Project in such a manner so that it will remain available to the
22 Qualified Population for the Affordability Period as defined in **Section 17**
23 below.
- 24 d. Maintain the Project in compliance with applicable local, state, federal laws,
25 codes and regulations, including but not limited to the ARPA rules, as further
26 described in **Section 20** below until the expiration of the Term of this
27 Agreement set forth in **Section 6** below, and the Affordability Period set forth
28

1 in **Section 17** below.

2 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules
3 and GRANTEE shall expend the SLFRF funds by December 31, 2026.
4 GRANTEE shall demonstrate to the COUNTY, in the COUNTY’s sole and
5 absolute discretion, that the SLFRF funds are deemed fully expended in
6 compliance with the ARPA Rules.

7 3. RESERVED.

8 4. ARPA GRANT. Subject to GRANTEE’s satisfaction of the conditions precedent
9 to disbursement of the ARPA Grant set forth in **Section 14** below, COUNTY shall distribute the
10 ARPA Grant to GRANTEE.

11 5. PRIOR COUNTY APPROVAL.

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

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

22 6. TERM OF AGREEMENT. This Agreement shall become effective upon the
23 Effective Date, as defined in **Section 58** below, and unless terminated earlier pursuant to the
24 terms hereof, shall continue in full force and effect until the later to occur of (i) December 1,
25 2039 or (ii) fifteen (15) years from the recordation of the Notice of Completion in the Official
26 Records for the new building for which construction is completed for the Project (“Term of
27 Agreement”).
28

1 7. GRANTEE’S REPRESENTATIONS. GRANTEE represents and warrants to
2 COUNTY as follows:

- 3 a. Authority. GRANTEE has full right, power, and lawful authority to enter into
4 this Agreement and accept the ARPA Grant and undertake all obligations as
5 provided herein. The execution, performance, and delivery of this Agreement
6 by GRANTEE have been fully authorized by all requisite actions on the part
7 of GRANTEE.
- 8 b. No Conflict. To the best of GRANTEE’s knowledge, GRANTEE’s execution,
9 delivery and performance of its obligations under this Agreement will not
10 constitute a default or a breach under contract, agreement or order to which
11 GRANTEE is a party or by which it is bound.
- 12 c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.
- 13 d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition
14 which would cause any of the warranties and representations in this **Section 7**
15 not to be true as of close of escrow, immediately give written notice of such
16 fact or condition to COUNTY. Such exception(s) to a representation shall not
17 be deemed a breach by GRANTEE hereunder but shall constitute an exception
18 which COUNTY shall have the right to approve or disapprove if such
19 exception would have an effect on the value and/or operation of the Project.

20 8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the
21 Schedule of Performance set forth in **Exhibit B**, as such schedule may be amended, in
22 COUNTY’s sole and absolute discretion, pursuant to **Section 13**, and subject to Force Majeure
23 Delays as defined in **Section 12**.

24 9. NOTICE TO PROCEED. SUBRECIPIENT shall not execute a contract with the
25 Contractor(s), prior to receiving written authorization from COUNTY to proceed (“Notice to
26 Proceed”).

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

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

1 agreed upon by COUNTY and SUBRECIPIENT.

2 12. FORCE MAJEURE DELAYS. “Force Majeure” means event(s) beyond the
3 reasonable control of GRANTEE, and which could not have been reasonably anticipated, which
4 prevent(s) GRANTEE from complying with any of its obligations under this Agreement,
5 including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders,
6 strikes, labor disputes, flood, fire, explosion, earthquake, pandemic, epidemic, government
7 mandates or other similar acts.

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

24 13. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its
25 sole and absolute discretion and subject to ARPA Rules, grant an extension to the Schedule of
26 Performance set forth in **Exhibit B** for the purpose of completing GRANTEE's activities which
27 cannot be completed as outlined in **Exhibit B**. GRANTEE shall request said extension in writing,
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1 stating the reasons therefore, which extension must be first approved in writing by the COUNTY
2 in its sole and absolute discretion. The Director of HWS, or designee, may extend all pending
3 deadlines in the Schedule of Performance on two (2) or fewer occasions, so long as the aggregate
4 duration of such administrative time extensions is no greater than three hundred sixty five (365)
5 days and complies with all ARPA Rules. Every term, condition, covenant, and requirement of
6 this Agreement shall continue in full force and effect during the period of any such extension.

7 14. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS.

8 COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to
9 GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse
10 any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have
11 been satisfied:

- 12 a. GRANTEE executes this Agreement and delivers to COUNTY;
- 13 b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- 14 c. GRANTEE provides evidence it has submitted the project application to the
15 City of Wildomar. Grantee shall use the ARPA Grant Funds towards
16 entitlement costs and fees to obtain the necessary entitlement approvals, (i.e.
17 approval of the development plan or condo map, building permits, or other
18 construction related permits, including but not limited to a grading permit, or
19 an encroachment permit), and to develop improvements to the property that
20 are being proposed as outlined in **Exhibit B**;
- 21 d. GRANTEE executes the Covenant Agreement, substantially conforming in
22 form and substance to the Covenant Agreement attached hereto and
23 incorporated herein as **Exhibit J**, and delivers to the County of Riverside;
- 24 e. GRANTEE shall require holder of First Deed of Trust, recorded on June 6,
25 2020 as instrument no. 2020-0272938, to execute Consent Agreement attached
26 as Exhibit ‘B’ to Covenant Agreement.
- 27 f. RESERVED;

- 1 g. GRANTEE is not in default under the terms of this Agreement or any other
- 2 agreement related to the financing of the Project;
- 3 h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE
- 4 hires a qualified professional firm to review and monitor Davis Bacon and/or
- 5 prevailing wage compliance for all submissions of contractors certified
- 6 payrolls to COUNTY. In the event that the Project requires prevailing wages,
- 7 GRANTEE shall comply with, and shall require its contractors and
- 8 subcontractors performing work on the Project, to pay prevailing wages, use a
- 9 skilled and trained workforce, and adhere to any applicable labor regulations
- 10 and all State laws in connection with the construction of the Project, including
- 11 but not limited to Article 1 (commencing with Section 1720) of Part 7 of
- 12 Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section
- 13 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees
- 14 and acknowledges that it is the responsibility of GRANTEE to obtain a legal
- 15 determination, at GRANTEE’s sole cost and expense, as to whether prevailing
- 16 wages must be paid during the construction of the Project. If the Project is
- 17 subject to prevailing wages, then GRANTEE shall be solely responsible to pay
- 18 its contractors and subcontractors the required prevailing wage rates.
- 19 GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from
- 20 and against any and all liability arising out of and related to GRANTEE’s
- 21 failure to comply with any and all applicable Davis Bacon and/or prevailing
- 22 wage requirements;
- 23 i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all
- 24 persons, contractors, consultants, businesses, etc. (“Developer Associates”),
- 25 are conducting business with, are not presently debarred, proposed for
- 26 debarment, suspended, declared ineligible, or voluntarily excluded from
- 27 participation or from receiving federal contracts or federally approved
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subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System (“EPLS”). EPLS records are located at www.sam.gov; and

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

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

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

15. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by December 31, 2025, then GRANTEE shall be instructed to return any remaining ARPA Grant funds back to the COUNTY after at least ten (10) days’ prior written notice to GRANTEE. Upon such reallocation and repayment of funds, this Agreement shall be terminated and be of no further force and effect and GRANTEE shall be released and discharged from any obligations hereunder, except as to those obligations which by their terms survive termination of this Agreement.

16. DISTRIBUTION OF FUNDS. COUNTY’S Board of Supervisors shall determine the final disbursement and distribution of all funds received by COUNTY under ARPA. Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section 14**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting documents which specifically state how such funds will be expended. COUNTY shall promptly review the funding draw request and supporting documentation, but in no event later than thirty

1 (30) days. COUNTY may require additional information from GRANTEE as may be necessary
2 and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall
3 deposit the sum specified in the funding draw requests into GRANTEE’S bank account upon
4 receipt of wire instructions.

5 17. TERMS OF AFFORDABILITY. The Project in Wildomar, shall remain occupied
6 and available to Qualified Populations, pursuant to **Section 21** below, **Exhibit A**, and the
7 Covenant Agreement attached hereto as **Exhibit J**, until the later of (i) fifteen (15) years from
8 the recordation of the Notice of Completion in the Official Records for the renovated building
9 for which construction is completed for the Project, or (ii) December 1, 2039 (“Affordability
10 Period”).

11 18. INSURANCE. Without limiting or diminishing GRANTEE’S obligation to
12 indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project
13 (“General Contractor”), shall procure and maintain or cause to be maintained, at its sole cost and
14 expense, the following insurance coverages during the Term of this Agreement as specified in
15 this Section below.

- 16 a. **Builder’s All Risk (Course of Construction) Insurance**. In order to commence
17 construction on the property, GRANTEE shall first obtain the necessary
18 agency Project approvals and permits. (“Entitlement Period”) During the
19 Entitlement Period, there shall be no construction activities on the Project.
20 Therefore, GRANTEE shall not be required to maintain Builder’s All Risk
21 Insurance commencing from the Effective Date of this Agreement and ending
22 on the issuance of the Notice to Proceed by the COUNTY. Upon receiving a
23 Notice to Proceed from the COUNTY and as a condition precedent to entering
24 into any construction contract with a Contractor (as defined in Section 10),
25 GRANTEE shall cause General Contractor to provide a policy of Builder’s All
26 Risk (Course of Construction) insurance coverage including (if the work is
27 located in an earthquake or flood zone or if required on financed or bond

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

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

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

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

21 e. General Insurance Provisions – All Lines.

22 (i) Any insurance carrier providing insurance coverage hereunder shall be
23 admitted to the State of California and have an A M BEST rating of not
24 less than A: VIII (A:8) unless such requirements are waived, in writing,
25 by COUNTY Risk Manager. If COUNTY’s Risk Manager waives a
26 requirement for a particular insurer such waiver is only valid for that
27 specific insurer and only for one policy term.
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(ii) GRANTEE, or Grantee on behalf of General Contractor, must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of COUNTY’s Risk Manager, GRANTEE’s or General Contractor’s, as applicable, carriers shall either: (a) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

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

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

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

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

24 l. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (Pub.
25 L. 100-690) requires grantees (including individuals) of federal agencies, as a
26 prior condition of being awarded a grant, to certify that they will provide drug-
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1 free workplaces. Each potential recipient must certify that it will comply with
2 drug-free workplace requirements.

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

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

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

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

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

1 General's Order issued pursuant to PRWORA is specified under Federal
2 Register Vol. 66, No. 10, Department of Justice Final Specification of
3 Community Programs Necessary for Protection of Life or Safety Under Welfare
4 Reform Legislation.

5 z. *Build America, Buy America (BABA) Act*: The Grantee must comply with the
6 requirements of the Build America, Buy America (BABA) Act, 41 USC 8301
7 note, and all applicable rules and notices, as may be amended, if applicable to
8 the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest
9 Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy
10 America Provisions as Applied to Recipients of HUD Federal Financial
11 Assistance" (88 FR 17001), any funds obligated by HUD on or after the
12 applicable listed effective dates, are subject to BABA requirements, unless
13 excepted by a waiver.

14 aa. *Violence Against Women Act (VAWA)*: VAWA provides housing protections
15 for survivors of domestic and dating violence, sexual assault and stalking
16 ('domestic violence'). VAWA 2022 reauthorizes, amends, and strengthens the
17 VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34
18 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S
19 protections, rights, and responsibilities are codified in 24 CFR part 5, subpart
20 L, and related provisions in HUD's program regulations (HUD's VAWA
21 regulations). VAWA 2022 amendments took effect on October 1, 2022 and
22 2022 VAWA's reauthorization includes new implementation requirements.
23 Grantees, subrecipients and developers shall ensure compliance with all
24 requirements of VAWA including but not limited to: (a) Assure domestic
25 violence survivors are not denied assistance as an applicant, or evicted, or have
26 assistance terminated as a tenant because applicant or tenant is or has been a
27 victim of domestic violence; (b) Implement an emergency transfer plan
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1 allowing domestic violence survivor to move to another safe and available unit;
2 (c) Provide protections against denial, terminations, and evictions that directly
3 result from being a victim of domestic violence; (d) Implement a low barrier
4 certification process and allow self-certification of domestic violence.

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

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

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

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

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

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

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

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

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

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

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

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

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

9 28. PROHIBITION AGAINST CONFLICTS OF INTEREST:

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

2 30. PROJECT MONITORING AND EVALUATION.

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

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

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

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

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

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

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

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

- 1 e. Representations and Warranties. A determination by COUNTY that any of
2 GRANTEE's representations or warranties made in this Agreement, any
3 statements made to COUNTY by GRANTEE, or any certificates, documents,
4 or schedules supplied to COUNTY by GRANTEE were false in any material
5 respect when made, or that GRANTEE concealed or failed to disclose a material
6 fact to COUNTY.
- 7 f. Damage to Project. In the event that the Project is materially damaged or
8 destroyed by fire or other casualty, and GRANTEE receives an award or
9 insurance proceeds sufficient for the repair or reconstruction of the Project, and
10 GRANTEE does not use such award or proceeds to repair or reconstruct the
11 Project.
- 12 g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and
13 co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or
14 reorganization, or failure to obtain a full dismissal of any such involuntary filing
15 brought by another party before the earlier of final relief or ninety (90) days
16 after such filing; (2) making a general assignment for the benefit of creditors;
17 (3) applying for the appointment of a receiver, trustee, custodian, or liquidator,
18 or failure to obtain a full dismissal of any such involuntary application brought
19 by another party before the earlier of final relief or ninety (90) days after such
20 filing; (4) insolvency; or (5) failure, inability or admission in writing of its
21 inability to pay its debts as they become due.

22 34. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices,
23 demands and communications between the COUNTY and the GRANTEE shall be sufficiently
24 given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to
25 the principal offices of the COUNTY and the GRANTEE, as designated in **Section 56**, below.
26 Such written notices, demands and communications may be sent in the same manner to such
27 other addresses as either party may from time to time designate by mail as provided in this
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1 **Section 34.** Any notice that is transmitted by electronic facsimile transmission followed by
2 delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is
3 personally delivered (including by means of professional messenger service, courier service
4 such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed
5 received on the documented date of receipt by the recipient; and any notice that is sent by
6 registered or certified mail, postage prepaid, return receipt required shall be deemed received
7 on the date of delivery thereof.

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

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

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

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

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

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

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

36. RESERVED.

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

38. GRANTEE’S CERTIFICATION. GRANTEE certifies, to the best of its knowledge and belief, that:

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

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

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

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

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

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

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

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

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

17 GRANTEE’s obligations set forth in this **Section 39** shall survive the expiration or earlier
18 termination of this Agreement.

19 40. TERMINATION.

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

23 b. COUNTY. Notwithstanding the provisions of **Section 40(a)**, COUNTY may
24 suspend or terminate this Agreement upon written notice to GRANTEE of the
25 action being taken and the reason for such action in the event one of the
26 following events occur:
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- (i) In the event GRANTEE fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement after the applicable notice and cure provision hereof; or
- (ii) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any material provision, in the judgment of COUNTY of this Agreement invalid or untenable; or
- (iii) In the event the ARPA funding identified in **Section 1** above is terminated or otherwise becomes unavailable.

- c. This Agreement may be terminated or funding suspended in whole or in part for cause. Cause shall be based on the failure of GRANTEE to materially comply with either the terms or conditions of this Agreement after the expiration of all applicable notice and cure provisions hereof. Upon suspension of funding, GRANTEE agrees not to incur any costs related thereto, or connected with, any area of conflict from which COUNTY has determined that suspension of funds is necessary.
- d. Upon expiration or earlier termination of this Agreement, GRANTEE shall transfer to COUNTY any unexpended ARPA funds in its possession at the time of expiration of the Agreement as well as any accounts receivable held by GRANTEE which are attributable to the use of ARPA funds awarded pursuant to this Agreement.

41. AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of its successors and assigns, hereby declare their express intent that the restrictions set forth in this Agreement shall continue in full force and effect for the duration of the Affordability Period (as defined in **Section 17** above). Each and every contract, deed or other instrument hereafter executed covering and conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such restrictions, regardless of whether such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute

1 and record as a lien against the Property, a Covenant Agreement, substantially conforming in
2 form and substance to the Covenant Agreement attached hereto as **Exhibit J** and incorporated
3 herein by this reference, setting forth the use and income restriction required in this Agreement.

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

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

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

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

24 46. INTERPRETATION AND GOVERNING LAW. This Agreement and any
25 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the
26 State of California. This Agreement shall be construed as a whole according to its fair language
27 and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
28

1 construction to the effect that ambiguities are to be resolved against the drafting party shall not
2 be employed in interpreting this Agreement, all parties having been represented by counsel in the
3 negotiation and preparation hereof.

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

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

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

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

1 51. CONDITIONAL COMMITMENT.

2 a. GRANTEE Completion. The Project must be completed no later than
3 December 31st, 2026 (the “Completion Deadline”). If GRANTEE is unable to
4 meet the condition as required by this **Section 51** including Extension, then
5 COUNTY and GRANTEE mutually agree that this Agreement will self-
6 terminate. Upon such termination, this Agreement shall become null and void.
7 COUNTY and GRANTEE shall be released and discharged respectively from
8 their obligations under this Agreement, except for those provisions which by
9 their terms survive termination. All costs incurred by each party on the Project
10 will be assumed respectively.

11 52. RESERVED.

12 53. RESERVED.

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

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

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

COUNTY

Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE

Executive Director/ President
God’s Fan Club, LLC dba Project T.O.U.C.H
30141 Antelope Rd D-103
Menifee, CA 92584

57. 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.

58. EFFECTIVE DATE. The effective date of this Agreement is the date the parties execute the Agreement (“Effective Date”). 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.

59. FURTHER ASSURANCES. GRANTEE 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.

60. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member, official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, 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 GRANTEE or to its successor, or on any obligations under the terms of this Agreement.

61. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm’s length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience

1 and sophistication to understand, interpret, and agree to the particular language
2 of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute
3 regarding the interpretation of this Agreement, this Agreement shall not be
4 interpreted or construed against the party preparing it, and instead other rules
5 of interpretation and construction shall be utilized.

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

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

19 d. References in this instrument to this Agreement mean, refer to and include this
20 instrument as well as any riders, exhibits, addenda and attachments hereto
21 (which are hereby incorporated herein by this reference) or other documents
22 expressly incorporated by reference in this instrument. Any references to any
23 covenant, condition, obligation, and/or undertaking "herein," "hereunder," or
24 "pursuant hereto" (or language of like import) means, refer to, and include the
25 covenants, obligations, and undertakings existing pursuant to this instrument
26 and any riders, exhibits, addenda, and attachments or other documents affixed
27 to or expressly incorporated by reference in this instrument.
28

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

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

63. 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.

64. NO THIRD-PARTY BENEFICIARIES. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of COUNTY and GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

65. CONSTRUCTION SIGN. Grantee agrees to erect a construction sign acknowledging the County ARPA funding that the County is contributing to this project. Sign is to be approved by COUNTY prior to erecting.

66. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

a. This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.

b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.

c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY or the GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of the COUNTY and the GRANTEE. This Agreement and any provisions

1 hereof may be amended by mutual written agreement by the GRANTEE and
2 the COUNTY.

3
4
5 (SIGNATURES ON THE NEXT PAGE)
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1 IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as
2 of the dates written below.

3
4 COUNTY:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

GRANTEE:
God's Fan Club, LLC dba Project T.O.U.C.H

7
8
9
10 By: FORM COPY - DO NOT SIGN
Heidi Marshall, Director HWS

By: FORM COPY - DO NOT SIGN
Anne Unmacht, Executive Director
God's Fan Club, LLC dba Project T.O.U.C.H


11
12 Date: _____

Date: _____

13
14 **(Above signatures need to be notarized)**

15
16 APPROVED AS TO FORM:

17 MINH C. TRAN, County Counsel

18
19 By: 
20 Paula S. Salcido
Deputy County Counsel

EXHIBITS

EXHIBIT	“A”	SCOPE OF WORK
EXHIBIT	“B”	SCHEDULE OF PERFORMANCE
EXHIBIT	“C”	LINE ITEM BUDGET
EXHIBIT	“D”	FLOOR PLANS
EXHIBIT	“E”	ASSURANCE OF COMPLIANCE
EXHIBIT	“F”	SUBRECIPIENT PAYMENT REQUEST - 2076A
EXHIBIT	“G”	SUPPORTING DOCUMENTATION REQUIREMENT
EXHIBIT	“H”	PROHIBITION AGAINST CONFLICTS OF INTEREST
EXHIBIT	“I”	CONTRACTOR DEBARMENT CERTIFICATION FORM
EXHIBIT	“J”	COVENANT AGREEMENT

EXHIBIT “A”

SCOPE OF WORK

Grantee: God’s Fan Club, LLC dba Project T.O.U.C.H
Address: 20620 Grand Ave., Wildomar CA, 92595
Project Title: Project Touch – Life Restoration Campus, Wildomar
Location: 20620 Grand Ave., Wildomar CA, 92595 APN: 368-100-053-4

B.1 APPLICATION

A. GRANTEE has submitted to the County of Riverside Continuum of Care (“CoC”) an application in response to ARPA 2nd Allocation – Emergency Shelter/Resilience Project Application for ARPA funds (“Application”) to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, GRANTEE’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.

B. GRANTEE warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of GRANTEE’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 BACKGROUND

A. Project Description

Capital

GRANTEE is proposing to utilize \$2,000,000 in ARPA funds to pay a portion of the costs to construct phase 1 of the Project Touch Life Restoration Campus (the “Project”). Phase 1 will consist of site development and the construction of 2 new, 10 bedroom houses (20 bedrooms). The existing 3 bedroom house will be preserved for a total of 23 bedrooms upon project completion. The proposed project is consistent with the current land use designation and zoning. 100% of the project will provide transitional housing and emergency shelter beds.

B. Planned Renovations

Building and APN	Existing	Proposed
Project Touch 20620 Grand Ave. Wildomar CA, 92595 APN: 368-100-053-4	One single 2.96 acre parcel with 3BR dwelling.	One single 2.96 acre parcel with 3BR dwelling. 2 new 10 BR houses (20 BRs)

C. Project Detail

Project Component Type:	Capital
Funding Costs for:	New Constructed Homes
Population Focus:	Families
# of Units:	2 (10 bedrooms per unit and existing 3 bedroom house)
# of Beds:	50 Beds
Project Location	Project Touch 20620 Grand Avenue Wildomar CA, 92595

B.3 Legal Description of Property

ADDRESS: 20620 Grand Avenue
 ASSESSOR'S PARCEL NUMBER: 368-100-053-4

Described as: Parcel 4 Of Parcel Map 9670, In The City Of Wildomar, County Of Riverside, State Of California, As Per Map Recorded In Book 44, Pages 57 and 58 Of Parcel Maps, In The Office Of The County Recorder Of Said County.

More commonly known as 20620 Grand Ave., Wildomar, CA 92595
 TRA:025-008

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

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

Activity	Completion Dates
NEW CONSTRUCTION	
Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than 09/30/25
CONSTRUCT SITE DEVELOPMENT, INCLUDING ALL INFRASTRUCTURE REQUIRED TO SERVICE 2 NEW 10 BEDROOM HOMES	
Approval of the development plan	No later than 01/31/25
Construct one home	No later than 05/31/26
Construct second home	No later than 05/31/26
SITE IMPROVEMENTS	
Doors, windows and site furnishings	No later than 05/31/26
Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas	No later than 05/31/26
MECHANICAL/PLUMBING	
Install mechanical equipment	No later than 05/31/26
Install plumbing equipment	No later than 05/31/26
ELECTRICAL	
Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas	No later than 05/31/26
Install all smoke and carbon monoxide detectors where required	No later than 05/31/26
Submit actual final project cost and completion report	No later than 05/31/26
Submit supportive service plan	No later than 05/31/26
Receive occupancy	No later than 06/30/26

**EXHIBIT “C”
LINE ITEM BUDGET**

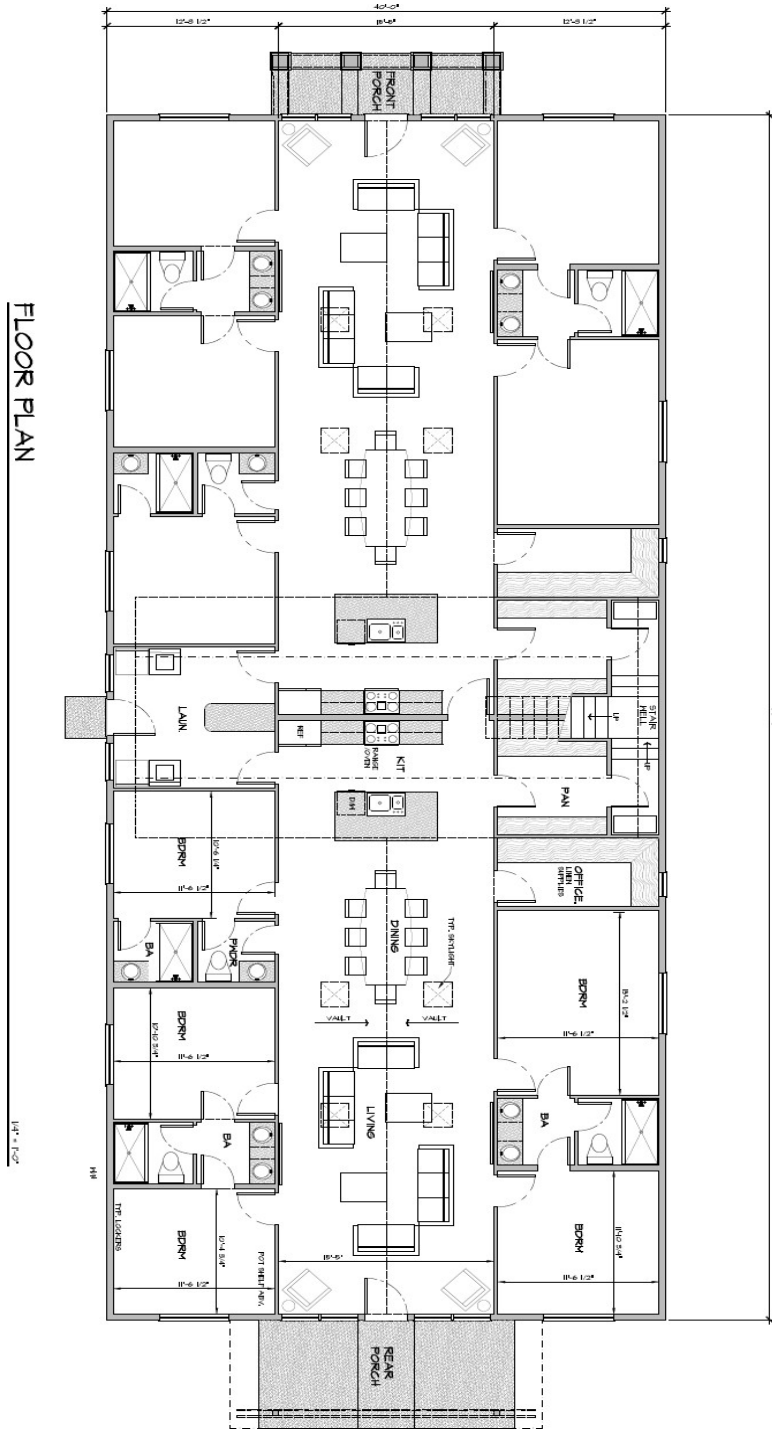
PROJECT TOUCH LIFE RESTORATION CAMPUS - WILDOMAR							
	Description	Quantity	Unit	Cost/Unit	Cost	ARPA Funding Not To Exceed \$2,000,00 Costs for all construction activities listed in Exhibit “A” - Scope of Work and Exhibit “B” - Schedule of Performance, including architectural/engineering costs and infrastructure improvements	
	Entitlement						
1	Development Plan and Misc Entitlement Approvals	1	EA	\$295,150	\$295,150		
2	Construction Plans and Permits and Agency Plan Check Fees	1	EA	\$400,000	\$400,000		
3	Grand Ave potholing	1	EA	\$25,000	\$25,000		
	Construction						
4	Grading	1	Lot	\$99,000	\$99,000		
5	Main dwelling units (traditional construction)	8000	SF	\$250	\$2,000,000		
6							
7	Onsite Paved Road	1	LS	\$60,000	\$60,000		
8	Concrete Driveway	1	Lot	\$3,600	\$3,600		
9	Street A (access road) improvements	350	LF	\$150	\$52,500		
10	Grand Ave street improvements	453	LF	\$300	\$135,900		
11	8" Sewer Grand Ave	410	LF	\$150	\$61,500		
12	8" Sewer Street A	350	LF	\$100	\$35,000		
13	8" Water Street A	350	LF	\$100	\$35,000		

14	WQMP infiltration basins	1	EA	\$50,000	\$50,000	
15	Contingency 20%	1	EA	20%	\$506,500	
	Fees					
16	Development Impact Fees SFD	2	EA	\$24,594	\$49,188	
17						
18	Development Impact Fees SFD Drainage	2	EA	\$8,477	\$16,954	
19						
20	Elsinore School Fees Level 1	8,000	SF	\$4.08	\$32,640	
21	Wildomar Plan Check and Inspection Fees	1	EA	2%	\$50,650	
22	EVMWD Connection Fees (inc. water meter)	2	EA	\$25,000	\$50,000	
23	TUMF Fee	2	EA	\$10,104	\$ 20,208	
24	MSHCP Fee	2	EA	\$3,636	\$ 7,272	
25	SKR Fee	500	acre	2.96	\$1,480	
26	Contingency 20%	1	EA	20%	\$ 45,382	
	ARPA GRANT AMOUNT					\$2,000,000
	TOTAL DEVELOPMENT COSTS				\$4,032,924	

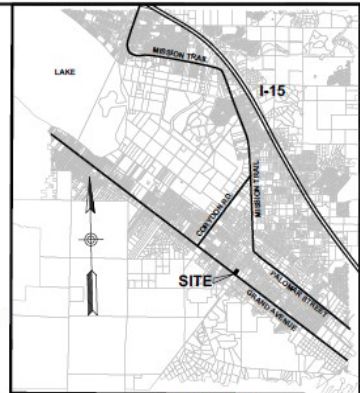
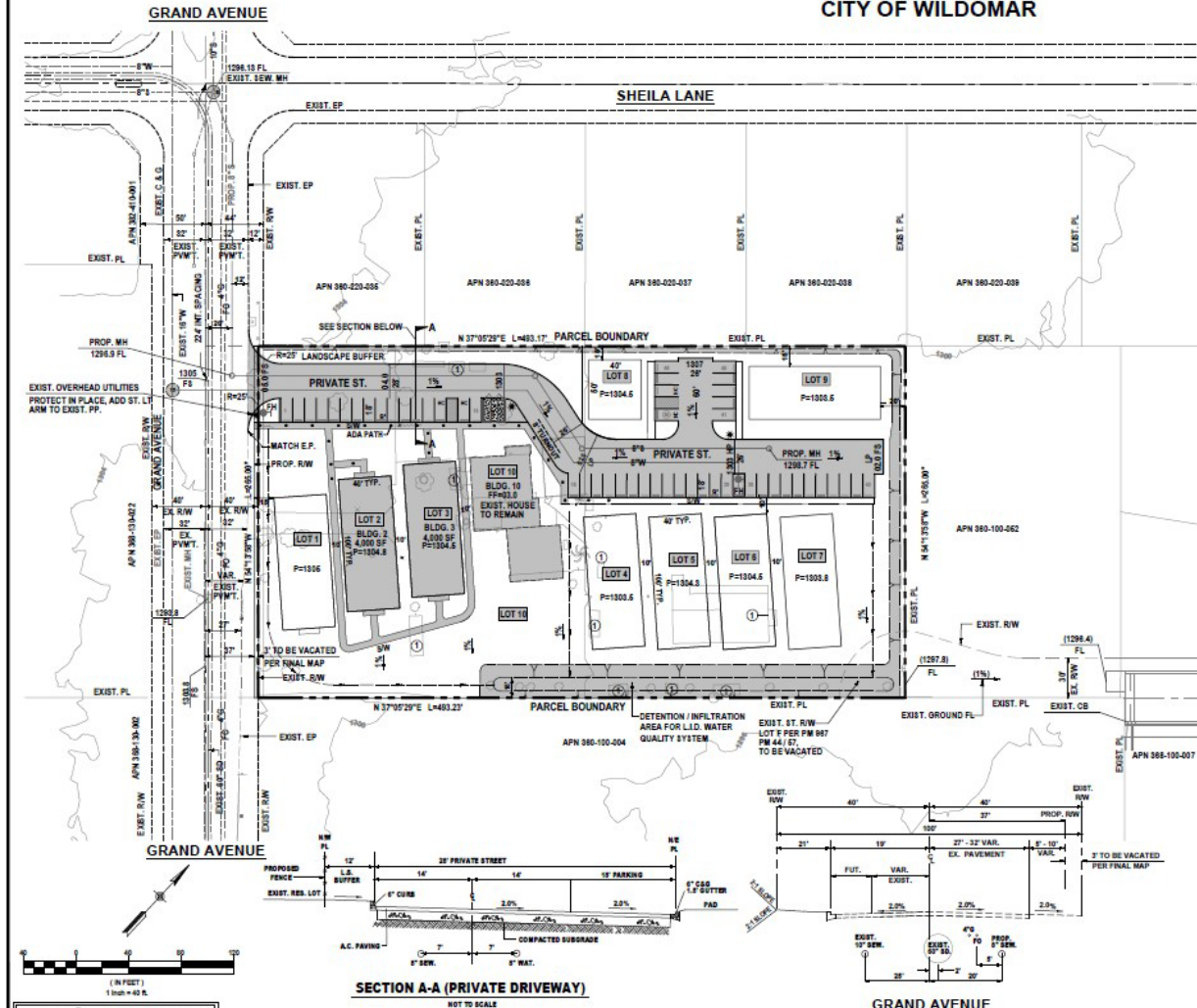
EXHIBIT “D”

PROJECT TOUCH – LIFE RESTORATION CAMPUS - WILDOMAR

FLOOR PLAN



TENTATIVE TRACT NO. 38642, FOR CONDOMINIUM PURPOSES PROPOSED ARPA PHASE 1 CONSTRUCTION PLAN CITY OF WILDOMAR



APPLICATION/DEVELOPER

PROJECT TOUCH
2770 HANCO CALIFORNIA RD. #1078
TENCULIA, CA 92391

LEGEND:

- INDICATES EXISTING PROPERTY BOUNDARY
- - - INDICATES PROPOSED SEWER (SIZE PER PLAN)
- - - INDICATES PROPOSED 2" WATER
- INDICATES PROPOSED LOT LINES
- INDICATES PROPOSED PRIVATE STREET LIGHT
- INDICATES 2:1 SLOPE
- P-463.8 INDICATES PAD ELEVATION
- ① INDICATES EXIST. BUILDING / STRUCTURE TO BE REMOVED
- LOT# INDICATES LOT NUMBER
- INDICATES TRASH ENCLOSURE
- SW INDICATES 5' WIDE SIDEWALK
- INDICATES ADA PATH OF TRAVEL
- W INDICATES LOCATION OF WATER LINE CONNECTION
- S INDICATES LOCATION OF SEWER LINE CONNECTION
- INDICATES DRAINAGE SNAKE
- ARPA AMERICAN RESCUE PLAN ACT
- INDICATES PHASE 1 IMPROVEMENTS

UTILITY PURVEYORS:

- SEWER: ELISBROOK VALLEY MUNICIPAL WATER DISTRICT
- WATER: ELISBROOK VALLEY MUNICIPAL WATER DISTRICT
- GAS: SOUTHERN CALIFORNIA GAS COMPANY
- ELECTRIC: SOUTHERN CALIFORNIA EDISON
- TELEPHONE: VERIZON
- CABLE TV: TIME WARNER CABLE

PHASE 1 IMPROVEMENTS

1. GRADE ENTIRE PROJECT SITE AND BUILDING PADS.
2. CONSTRUCT PRIVATE STREET IMPROVEMENTS.
3. CONSTRUCT WATER, SEWER, ELECTRIC, GAS AND CABLE SERVICES.
4. CONSTRUCT BUILDINGS 2 AND 3.
5. REMODEL EXISTING HOUSE.
6. INSTALL FENCING AND LANDSCAPING.

BENCHMARK

BRASS DISC ON CONCRETE POST 0.2 MILE SOUTH ON WASHINGTON AVE.
FROM POST OFFICE IN MURRIETA, 2.4 MILES EAST OF LOW ALAMOR ROAD
0.8 MILES NORTH OF HWY. 39E, 0.1 MILE WEST OF SCOTT ROAD,
7/8 SOUTHEAST OF POWERPOLE NO. 31289-8,
STAMPED 600-25-48
ELEVATION: 1520.01' NAVD83

GENERAL NOTES

1. LEGAL DESCRIPTION
PARCELS AND LOTS OF PARCEL MAP 8270, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 44, PAGE 87 AND 88 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY.
2. TOTAL ORIGINAL ACRES: 2.36 ACRES (GROSS)
3. NUMBER OF BUILDINGS: 10 LOTS
4. MINIMUM LOT SIZE: N/A
5. EXISTING ZONING: RURE, RESIDENTIAL
6. PROPOSED ZONING: RESIDENTIAL
7. EXISTING LAND USE: LOW DENSITY RESIDENTIAL
8. PROPOSED LAND USE: CONDOMINIUM
9. THERE ARE EXISTING STRUCTURES ON THE PROPERTY.
10. ALL SLOPES ARE 2:1 UNLESS NOTED.
11. NOTE: NO EASEMENT ON THIS PROPERTY.
12. METHOD OF SEWAGE DISPOSAL: SEWER SYSTEM PER FVWD
13. SCHOOL DISTRICT: LAKE ELISBROOK VALLEY SCHOOL DISTRICT
14. ASSESSORS PARCEL NO.: APN 368-100-003
15. 2006 TIRAGE BROS. GUIDE: PAGE 883, GRID CA, CA, 84, 85
16. TENTATIVE MAP PREPARED: NOV. 11, 2022
17. ALL PROPOSED DRAINAGE FACILITIES SHALL BE DESIGNATED TO ACCOMMODATE 100 YEAR STORM FLOWS. ALL STORM FLOWS ARE APPROX.
18. TENTATIVE TRACT MAP SHOWS ENTIRE CONTIGUOUS OWNERSHIP.
19. THIS PROJECT IS NOT WITHIN A SPECIAL STUDY ZONE AND IS NOT SUBJECT TO LIQUEFACTION OR OTHER GEOLOGICAL HAZARD.
20. OPEN SPACE TO BE MAINTAINED BY VALLEYVIEW
21. FEMA FLOOD PLANS: NOT IN A FLOOD ZONE
22. EARTHWORK QUANTITIES: CUT - 2,896 CY, FILL - 9,692 CY IMPORT - 6,896 CY
23. PROJECT WILL BE REQUIRED TO ANNEX INTO CIPD 2022 - FOR POLICE, FIRE AND MAINTENANCE SERVICES.
24. MAP PREPARED BY: TRANS-PACIFIC CONSULTANTS 2344 CLAYTON BATH ROAD, SUITE 107 MURRIETA CA, 92562 951-476-7300
25. SEWER AND WATER EASEMENT AS DETERMINED BY EJVWD.
27. EXIST. WELL 8 ON THE PROPERTY TO BE ABANDONED.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.
The private engineer/owner/contractor is responsible for securing the necessary permits and for obtaining all necessary approvals before commencing any work. The private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the City.

MARK	BY	DATE	REVISIONS

CITY OF WILDOMAR
ACCEPTED BY: JACON B. FARAG, DIRECTOR OF PUBLIC WORKS
CITY ENGINEER, PE 8550
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER: TRANS-PACIFIC CONSULTANTS
2644 CLAYTON BATH ROAD, SUITE 107
MURRIETA CA, 92562
TEL: (951) 971-7300
PREPARED BY: WON 3.100 DATE: 11/15/2024
S.C.E. No. 28457 EXP. 5-31-2024

PROJECT NO. 22-0076
CITY OF WILDOMAR
APN 368-100-053
PROP. PHASE 1 CONSTRUCTION PLAN
SHEET No. 1
OF 1 SHEETS

EXHIBIT “E”

ASSURANCE OF COMPLIANCE

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

**GOD’S FAN CLUB, LLC dba Project T.O.U.C.H
ORGANIZATION**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

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

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

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

Date
20620 Grand Avenue
Wildomar, CA 92595

Gantee’s Authorized Signature
By: Anne Unmacht
God’s Fan Club, LLC dba Project T.O.U.C.H

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

CR50-Vendor Assurance of Compliance

EXHIBIT "F"

GRANTEE PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____

Remit to Name _____

Remit to Address _____

City _____ State _____ Zip Code _____

Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/Grant)
- Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

If amount authorized is different from amount request, please see attached claim recap for adjustments.

Program Date

Fiscal Date

EXHIBIT “G”

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES	
❖	Claims must be submitted in an organized format.
❖	All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖	Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖	Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖	All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)	
❖	The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6. *If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖	Claims received after June 6 will still be paid. However, payment will be delayed until after June 30.
❖	Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)	
❖	All PII of program participants must be redacted, including:
❖	Name, Date of birth, Social Security Number, Driver’s License Number
❖	Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim.	
Spreadsheets must be provided in Excel format.	

❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT – CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)

EXHIBIT “H”

Prohibition Against Conflicts of Interest

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

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

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

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT “I”
Sample
Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

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

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

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

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

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

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

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

DEVELOPER SIGNATURE

**EXHIBIT “J”
COVENANT AGREEMENT**

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

County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Heidi Marshall

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: [368-100-053-4]

T.R.A. [025-008]

COVENANT AGREEMENT

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2024 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and GOD’S FAN CLUB, LLC, a California limited liability company dba Project T.O.U.C.H. (“OWNER”).

RECITALS

WHEREAS, OWNER has a fee simple interest in that certain real property located at 20620 Grand Avenue, Wildomar CA, 92595 in the County of Riverside, also identified as Assessor’s Parcel Numbers 368-100-053-4 , and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”);

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2024 (the “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, the expansion, entitlement approvals, site development of Phase 1 of the Project Touch – Life Restoration Campus in

1 Wildomar that will provide transitional housing and emergency shelter beds for extremely low-
2 and low-income levels. Phase 1 of the proposed project is to provide two-10 bedroom houses (20
3 bedrooms total) while preserving the existing one-3 bedroom house for, transitional housing and
4 emergency shelter beds (collectively, the “Project”);

5 WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-
6 Assisted Units”) for homeless individuals or individuals at risk of homelessness. Capitalized terms
7 not defined herein shall have the meaning ascribed to them in the ARPA Grant Agreement;

8 WHEREAS, fifty percent (50%) of the individuals assisted must meet the County of
9 Riverside Continuum of Care (“CoC”) program definition of homeless at 24 CFR 578.3 which
10 includes the following four “homeless” categories. Categories 1 through 3 are based on section
11 103(a) of the McKinney-Vento Homeless Assistance Act, whereas Category 4 is based on section
12 103(b) of that Act, and as more specifically described in the U.S Department of Housing and Urban
13 Development guidance on housing individuals and families experiencing homelessness through
14 the Public Housing and Housing Choice Voucher Programs attached hereto and incorporated
15 “homeless definition” herein as **Exhibit C** to Covenant Agreement; and

16 WHEREAS, the County is providing funding under the American Rescue Plan Act of
17 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the
18 purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and
19 chronically homeless households;

20 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER Two
21 Million Dollars (\$2,000,000) derived from SLFRF funds (“ARPA Grant”), to pay for a portion of
22 the Project, as more fully described in the ARPA Grant Agreement;

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

27 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
28

1 ARPA; and

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

6 WHEREAS, prior to or upon completion of the Project, OWNER contemplates recording
7 a condominium plan on the Property wherein the Property will be divided into approximately nine
8 (9) separate condominium units (“Condominium Plan”). Thereafter, the Project will consist of
9 two (2) condominium units which will then be the Property subject to this Covenant Agreement

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

14 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
15 herein. This Covenant shall continue in full force and effect for the later of (i) fifteen (15) years
16 from the recordation of the Notice of Completion in the Official Records for the new building for
17 which construction is completed the Project, or (ii) December 1, 2039 (“Term” or “Affordability
18 Period”). For the duration of the Term, the Property shall be held, sold, and conveyed, subject to
19 the following covenants, conditions, and restrictions:

20 i) All the newly constructed beds that the Project shall construct (two-10 bedroom
21 homes (20 bedrooms total) shall be restricted as ARPA-Assisted Units provided
22 to homeless individuals or individuals at risk of homelessness.

23 ii) RENT RESTRICTIONS. Rents shall be calculated according to the California
24 Department of Housing and Community Development rent limits as restricted
25 to individuals and families as follows: ARPA funds will be used for the purpose
26 of construction of twenty (20) bedrooms; a total of ten (10) bedrooms will be
27 restricted as ARPA-assisted units for occupancy and rent by individuals whose
28

1 incomes are at or below 50% of the area median income for the County of
2 Riverside.

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

5 2) PARTIAL RELEASE OF PROPERTY. Upon the recordation by OWNER of the
6 Condominium Plan, OWNER shall be entitled to a partial release of a portion of the Property upon
7 and subject to the following conditions:

8 a) The portion of the Property to be released from this Agreement shall be all
9 condominium units as set forth on the Condominium Plan except the Project (the "Released
10 Property"). The Released Property will consist of the remaining six-10 bedroom houses, the one-
11 5 bedroom house and the existing 3 bedroom home. Including the Project, the total number of
12 newly constructed homes proposed on the Condominium Plan will be eight-10 bedroom houses,
13 one-five bedroom house and the existing 3 bedroom house for a total of 10 homes.

14 b) The Released Property must be legal units on a recorded condominium plan.

15 c) Easement rights granted, conveyed, transferred, and assigned hereunder to
16 COUNTY which are appurtenant to the Released Property shall be automatically be released to
17 OWNER upon the release of Released Property from this Agreement, provided, however, that such
18 easement rights to be released will only be released as to the Released Property and COUNTY
19 shall retain such easement rights to the Project.

20 d) The remaining Project shall have adequate ingress and egress and direct access to
21 public streets and utilities.

22 e) OWNER must provide COUNTY with a written request for the release of the
23 Released Property, including legal description of the Released Property and a partial release
24 document in recordable format ("Partial Release").

25 f) COUNTY shall have thirty (30) days from the date of OWNER'S written request
26 for the release of the Released Property to execute and deliver to OWNER the Partial Release.

27 g) OWNER shall pay all costs and expenses incurred in connection with the release
28

1 including, but not limited to recording fees, reconveyance fees, OWNER’S attorneys’ fees and
2 costs.

3 h) Upon the release of the Released Property, and for purposes of this Covenant Agreement,
4 the Project shall then be referred to as the “Property”.

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

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

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

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

deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event OWNER, its successors or assigns fails to maintain the Property in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall have the right but not the obligation to enter the Property upon reasonable notice to OWNER, correct any violation, and hold OWNER, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

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

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

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

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

18 b) In leases: “The lessee herein covenants by and for himself or herself, his or her
19 heirs, executors, administrators, and assigns, and all persons claiming under or through him or her,
20 and this lease is made and accepted upon and subject to the following conditions: That there shall
21 be no discrimination against or segregation of any person or group of persons, on account of any
22 basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
23 defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
24 Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing,
25 transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee
26 himself or herself, or any person claiming under or through him or her, establish or permit any
27 such practice or practices of discrimination or segregation with reference to the selection, location,
28

1 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises
2 herein leased.”

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

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

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

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

26 b) Commercial General Liability Insurance. Commercial General Liability
27 insurance coverage, including but not limited to, premises liability, contractual liability, products
28

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

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

18 d) General Insurance Provisions – All Lines.

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

24 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
25 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
26 have the prior written consent of Risk Manager. Upon notification of self-insured retention
27 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
28

1 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
2 of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

27 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
28

1 party or any incident or event that may give rise to a claim arising from the performance of the
2 Agreement.

3 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
4 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
5 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
6 agents and representatives (individually and collectively hereinafter referred to as Indemnites)
7 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
8 employees, subcontractors, agents or representatives arising out of or in any way relating to this
9 Agreement, including but not limited to property damage, bodily injury, or death or any other
10 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
11 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER
12 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
13 of investigation, defense and settlements or awards, the Indemnites in any claim or action based
14 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
15 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
16 shall have the right to adjust, settle, or compromise any such action or claim without the prior
17 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
18 no manner whatsoever limits or circumscribes OWNER’s indemnification to Indemnites as set
19 forth herein. OWNER’s obligation hereunder shall be satisfied when OWNER has provided to
20 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
21 or claim involved. The specified insurance limits required in this Agreement shall in no way limit
22 or circumscribe OWNER’s obligations to indemnify and hold harmless the Indemnites herein
23 from third party claims. In the event there is conflict between this clause and California Civil Code
24 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
25 shall not relieve OWNER from indemnifying the Indemnites to the fullest extent allowed by law.
26 The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination
27 of this Covenant.
28

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

<p>5 <u>COUNTY</u> 6 Director HWS County of Riverside 7 3403 10th Street, Suite 300 8 Riverside, CA 92501</p>	<p><u>GRANTEE</u> Executive Director/President God’s Fan Club, LLC dba Project T.O.U.C.H. 30141 Antelope Rd., D-103 Menifee, CA 92584</p>
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9 11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such
10 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions
11 at law or suit in equity or other proper proceedings to enforce the curing of such breach of
12 agreement or covenant.

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

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

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

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

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

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

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

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

8 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
9 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
10 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
11 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
12 first approved in writing by the COUNTY (each, a “Permitted Lender”) and nothing herein or in
13 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender’s
14 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
15 subsequent transfer thereafter. By executing this Agreement, the COUNTY approves of the
16 existing Deed of Trust as a Permitted Lender. The Deed of Trust is further described as recorded
17 document #2020-0272938, Ranger LLC as the Beneficiary dated June 20, 2023.

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

22 22) PROJECT MONITORING AND EVALUATION.

23 a) Reserved.

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

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

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

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

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

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[SIGNATURES ON THE NEXT PAGE]

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

3 COUNTY:

GRANTEE:

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

God's Fan Club LLC, a California limited
liability company, dba Project T.O.U.C.H.

6 By: _____
7 Heidi Marshall, Director HWS

By: _____
Anne Unmacht, President/CEO Founder

8
9 Date: _____

Date: _____

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11
12 (Above signatures need to be notarized)

13
14 APPROVED AS TO FORM:

15 MINH C. TRAN, COUNTY COUNSEL

16
17 By: _____
18 Paula S. Salcido
19 Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

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<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

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EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ADDRESS: 20620 Grand Avenue
ASSESSOR'S PARCEL NUMBER: 368-100-053-4

Described as: Parcel 4 Of Parcel Map 9670, In The City Of Wildomar, County Of Riverside, State Of California, As Per Map Recorded In Book 44, Pages 57 and 58 Of Parcel Maps, In The Office Of The County Recorder Of Said County.

More commonly known as 20620 Grand Ave., Wildomar, CA 92595
TRA:025-008

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EXHIBIT “B”
CONSENT AGREEMENT

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The undersigned is the beneficiary of the beneficial interest in and under that certain Deed of Trust dated June 23rd, 2020 by GOD’s FAN CLUB a NON-PROFIT ORGANIZATION, a California benefit corporation (doing business as Project T.O.U.C.H.) (“Grantor”), and recorded in the Office of the Country Recorder of the County of Riverside on June 24, 2020 as Instrument No.2020-0272938 (the “Deed of Trust”), which Deed of Trust encumbers all of the property described as follows:

ADDRESS: 20620 Grand Avenue
ASSESSOR'S PARCEL NUMBER: 368-100-053-4

Parcel 4 Of Parcel Map 9670, In The City Of Wildomar, County Of Riverside, State Of California, As Per Map Recorded In Book 44, Pages 57 and 58 Of Parcel Maps, In The Office Of The County Recorder Of Said County.

More commonly known as 20620 Grand Ave., Wildomar, CA 92595
TRA:025-008

Provided in no event shall a violation of, or the exercise of any rights or remedies under the Covenant Agreement (Exhibit A) thereunder defeat or otherwise render invalid the lien of the Deed of Trust (or the rights of the Beneficiary thereunder), the undersigned agrees that should the undersigned acquire title to all or any portion of the Property (as defined in the Deed of Trust) by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the Covenant Agreement and the shall remain in full force and effect.

Dated: _____

[Remainder of page left intentionally blank; signatures follow.]

1 **BENEFICIARY**

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3 **Ranger LLC,**

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5 By: _____

6 Name: Richard Dickson _____

7 Title: Manager

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EXHIBIT “C”
HOMELESS DEFINITION



Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
	Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
	Category 3	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing

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

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

13 RECITALS

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

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

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

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

1 **WHEREAS**, on October 4, 2022 (Minute Order 3.44), the Board approved the second
2 installment allocation of APRA funds to focus on projects and/or programs that serve as a
3 pathway to create affordable housing with necessary supporting infrastructure to assist low-
4 income communities disproportionately affected by the COVID-19 pandemic; and

5 **WHEREAS**, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
6 to renovate the "The Place", a county owned building that provides Permanent Supportive Housing
7 services to Riverside County's chronic homeless population. Riverside University Health System-
8 Behavioral Health (RUHS-BH) is working to transform the building from 25 beds to 31 beds,
9 changing from shared to single units, and reopen as Transitional Housing facility for homeless
10 individuals. Renovations will also include new roofing, sewer and drainage, and facility
11 furnishing. The Project will be located at 2800 Hulen Place, Riverside, CA 92507, more
12 specifically known as Assessor's Parcel Number 210-130-025 ("Property"), and as more
13 specifically described in the legal description attached hereto and incorporated herein as **Exhibit**
14 **A**; and

15 **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial assistance
16 to GRANTEE in the maximum amount of One Million Dollars (\$1,000,000) consisting of SLFRF
17 funds, to fund RUHS_BH Transitional Housing facility project, called the "The Place" renovation
18 costs of the Property, as more fully described herein; and

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

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

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

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

6 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
7 herein by this reference. COUNTY has agreed provide a grant in the maximum total of One
8 Million Dollars (\$1,000,000) in ARPA funds (“ARPA Grant”) to GRANTEE upon the
9 satisfaction of the terms and conditions set forth herein, including but not limited to the
10 conditions precedent to distribution of the ARPA Grant set forth in **Section 14** below. Subject
11 also to **Sections 51** below, GRANTEE shall undertake and complete the ARPA activities
12 required herein and as set forth in **Exhibits A, B and C**, and shall utilize the ARPA Grant, as
13 required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that are
14 experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3
15 (“Qualified Population(s)”).

16 2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date
17 (defined in **Section 58** below), GRANTEE hereby agrees to undertake and complete the
18 following activities within the time period(s) set forth herein and in **Exhibit B**:

- 19 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in
20 **Section 14** below.
- 21 b. Fund the Project in accordance with the timeline set forth in **Exhibit B and C**.
- 22 c. Operate the Project in such a manner so that it will remain available to the
23 Qualified Population for the Affordability Period as defined in **Section 17**
24 below.
- 25 d. Maintain the Project in compliance with applicable local, state, federal laws,
26 codes and regulations, including but not limited to the ARPA rules, as further
27 described in **Section 20** below until the expiration of the Term of this
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1 Agreement set forth in **Section 6** below, and the Affordability Period set forth
2 in **Section 17** below.

- 3 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules
4 and GRANTEE shall expend the SLFRF funds by December 31, 2026.
5 GRANTEE shall demonstrate to the COUNTY, in the COUNTY's sole and
6 absolute discretion, that the SLFRF funds are deemed fully expended in
7 compliance with the ARPA Rules.

8 3. RESERVED.

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

12 5. PRIOR COUNTY APPROVAL.

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

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

23 6. TERM OF AGREEMENT. This Agreement shall become effective upon the
24 Effective Date, as defined in **Section 58** below, and unless terminated earlier pursuant to the
25 terms hereof, shall continue in full force and effect until the later to occur of (i) December 1,
26 2039 or (ii) fifteen (15) years from the recordation of the Notice of Completion in the Official
27 Records for the renovated building for which construction is completed for the Project ("Term
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1 of Agreement”).

2 7. GRANTEE’S REPRESENTATIONS. GRANTEE represents and warrants to
3 COUNTY as follows:

- 4 a. Authority. GRANTEE has full right, power, and lawful authority to enter into
5 this Agreement and accept the ARPA Grant and undertake all obligations as
6 provided herein. The execution, performance, and delivery of this Agreement
7 by GRANTEE have been fully authorized by all requisite actions on the part
8 of GRANTEE.
- 9 b. No Conflict. To the best of GRANTEE’s knowledge, GRANTEE’s execution,
10 delivery and performance of its obligations under this Agreement will not
11 constitute a default or a breach under contract, agreement or order to which
12 GRANTEE is a party or by which it is bound.
- 13 c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.
- 14 d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition
15 which would cause any of the warranties and representations in this **Section 7**
16 not to be true as of close of escrow, immediately give written notice of such
17 fact or condition to COUNTY. Such exception(s) to a representation shall not
18 be deemed a breach by GRANTEE hereunder but shall constitute an exception
19 which COUNTY shall have the right to approve or disapprove if such
20 exception would have an effect on the value and/or operation of the Project.

21 8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the
22 Schedule of Performance set forth in **Exhibit B**, as such schedule may be amended, in
23 COUNTY’s sole and absolute discretion, pursuant to **Section 13** and subject to Force Majeure
24 Delays as defined in **Section 12**.

25 9. NOTICE TO PROCEED. SUBRECIPIENT shall not execute a contract with the
26 Contractor(s), prior to receiving written authorization from COUNTY to proceed (“Notice to
27 Proceed”).

1 10. CONTRACT WITH CONTRACTOR(S).

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

26 11. PRE-CONSTRUCTION CONFERENCE. After entering into a contract with the
27 Contractor(s), SUBRECIPIENT shall coordinate a pre-construction conference between
28 COUNTY, SUBRECIPIENT and the Contractor(s) to review the finalized labor and materials

1 needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually
2 agreed upon by COUNTY and SUBRECIPIENT.

3 12. FORCE MAJEURE DELAYS. “Force Majeure” means event(s) beyond the
4 reasonable control of GRANTEE, and which could not have been reasonably anticipated, which
5 prevent(s) GRANTEE from complying with any of its obligations under this Agreement,
6 including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders,
7 strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

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

24 13. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its sole
25 and absolute discretion and subject to ARPA Rules, grant an extension to the Schedule of
26 Performance set forth in **Exhibit B** for the purpose of completing GRANTEE's activities which
27 cannot be completed as outlined in **Exhibit B**. GRANTEE shall request said extension in writing,
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1 stating the reasons therefore, which extension must be first approved in writing by the COUNTY
2 in its sole and absolute discretion. The Director of HWS, or designee, may extend all pending
3 deadlines in the Schedule of Performance on two (2) or fewer occasions, so long as the aggregate
4 duration of such administrative time extensions is no greater than three hundred sixty five (365)
5 days and complies with all ARPA Rules. Every term, condition, covenant, and requirement of
6 this Agreement shall continue in full force and effect during the period of any such extension.

7 14. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS.

8 COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to
9 GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse
10 any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have
11 been satisfied:

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

- 17 i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all
18 persons, contractors, consultants, businesses, etc. ("Developer Associates"),
19 are conducting business with, are not presently debarred, proposed for
20 debarment, suspended, declared ineligible, or voluntarily excluded from
21 participation or from receiving federal contracts or federally approved
22 subcontracts or from certain types of federal financial and nonfinancial
23 assistance and benefits with the Excluded Parties Listing System ("EPLS").
24 EPLS records are located at www.sam.gov; and
- 25 j. GRANTEE shall search and provide a single comprehensive list of Developer
26 Associates (individuals and firms) and print and maintain evidence of the
27 search results of each Developer Associate as verification of compliance with
28

1 this requirement, as provided in **Exhibit I**, “Contractor Debarment
 2 Certification Form,” which is attached hereto and incorporated herein by this
 3 reference.

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

- 6 1) Service Plan;
- 7 2) Management Plan; and
- 8 3) Funding commitments and sources and uses for the proposed modifications to
 9 the existing buildings for the proposed intended use.

10 15. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by
 11 December 1, 2025, then GRANTEE shall be instructed to return any remaining ARPA Grant
 12 funds back to the COUNTY after at least ten (10) days’ prior written notice to GRANTEE, unless
 13 written extension granted by County pursuant to section 13. Upon such reallocation and
 14 repayment of funds, this Agreement shall be terminated and be of no further force and effect and
 15 GRANTEE shall be released and discharged from any obligations hereunder, except as to those
 16 obligations which by their terms survive termination of this Agreement.

17 16. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall determine
 18 the final disbursement and distribution of all funds received by COUNTY under ARPA.
 19 Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section**
 20 **14**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting
 21 documents which specifically state how such funds will be expended. COUNTY shall promptly
 22 review the funding draw request and supporting documentation, but in no event later than thirty
 23 (30) days. COUNTY may require additional information from GRANTEE as may be necessary
 24 and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall
 25 deposit the sum specified in the funding draw requests into GRANTEE’S bank account upon
 26 receipt of wire instructions.

27 17. TERMS OF AFFORDABILITY. RUHS-BH Transitional Housing facility, called
 28 the “The Place” shall remain occupied and available to Qualified Populations, pursuant to

1 **Section 21** below, **Exhibit A**, and the Covenant Agreement attached hereto as **Exhibit J**, until
2 the later of (i) fifteen (15) years from the recordation of the Notice of Completion in the Official
3 Records for the renovated building for which construction is completed for the Project, or (ii)
4 December 1, 2039 (“Affordability Period”).

5 18. INSURANCE. Without limiting or diminishing GRANTEE’S obligation to
6 indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project
7 (“General Contractor”), shall procure and maintain or cause to be maintained, at its sole cost and
8 expense, the following insurance coverages during the Term of this Agreement.

- 9 a. Builder’s All Risk (Course of Construction) Insurance. GRANTEE shall cause
10 General Contractor to provide a policy of Builder’s All Risk (Course of
11 Construction) insurance coverage including (if the work is located in an
12 earthquake or flood zone or if required on financed or bond financing
13 arrangements) coverage for earthquake and flood, covering the COUNTY,
14 GRANTEE and every subcontractor, of every tier, for the entire Project,
15 including property to be used in the construction of the work while such
16 property is at off-site storage locations or while in transit or temporary off-site
17 storage. Such policy shall include, but not be limited to, coverage for fire,
18 collapse, faulty workmanship, debris removal, expediting expense, fire
19 department service charges, valuable papers and records, trees, grass,
20 shrubbery and plants. If scaffolding, false work and temporary buildings are
21 insured separately by the GRANTEE or others, evidence of such separate
22 coverage shall be provided to County prior to the start of the work. Such policy
23 shall be written on an all risk basis and a completed value form. Such policy
24 shall cover the full insurable value. Such policy shall also provide coverage for
25 temporary structures (on-site offices, etc.), fixtures, machinery and equipment
26 being installed as part of the work. GRANTEE shall be responsible for any and
27 all deductibles under such policy. Upon request by COUNTY, GRANTEE
28

1 shall declare all terms, conditions, coverages and limits of such policy. Such
2 policy shall name the COUNTY as a loss payee as their interest may appear.
3 If the County so provides, in its sole discretion, the All Risk (Course of
4 Construction) insurance for the Project, then GRANTEE shall assume the cost
5 of any and all applicable policy deductibles (currently, \$50,000 per
6 occurrence) and shall insure its own machinery, equipment, tools, etc. from
7 any loss of any nature whatsoever.

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

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

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

6 e. General Insurance Provisions – All Lines.

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

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

24 (iii) GRANTEE shall cause GRANTEE's and General Contractor's
25 insurance carrier(s) to furnish the County of Riverside with copies of
26 the Certificate(s) of Insurance and Endorsements effecting coverage as
27 required herein, and 2) if requested to do so orally or in writing by
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1 COUNTY Risk Manager, provide copies of policies including all
2 Endorsements and all attachments thereto, showing such insurance is
3 in full force and effect. Further, said Certificate(s) and policies of
4 insurance shall contain the covenant of the insurance carrier(s) that
5 thirty (30) days written notice shall be given to the County of Riverside
6 prior to any material modification, cancellation, expiration or reduction
7 in coverage of such insurance. In the event of a material modification,
8 cancellation, expiration, or reduction in coverage, this Agreement shall
9 terminate forthwith, unless the County of Riverside receives, prior to
10 such effective date, another Certificate of Insurance and copies of
11 endorsements, including all endorsements and attachments thereto
12 evidencing coverages set forth herein and the insurance required herein
13 is in full force and effect. GRANTEE shall not commence operations
14 until COUNTY has been furnished Certificate(s) of Insurance and
15 copies of endorsements and if requested, copies of policies of insurance
16 including all endorsements and any and all other attachments as
17 required in this Section. An individual authorized by the insurance
18 carrier on its behalf shall sign the original endorsements for each policy
19 and the Certificate of Insurance.

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

24 (v) If, during the term of this Agreement or any extension thereof, there is
25 a material change in the scope of services; or, there is a material change
26 in the equipment to be used in the performance of the scope of work
27 which will add additional exposures (such as the use of aircraft,
28

1 watercraft, cranes, etc.); or, the term of this Agreement, including any
2 extensions thereof, exceeds five (5) years, COUNTY reserves the right
3 to adjust the types of insurance required under this Agreement and the
4 monetary limits of liability for the insurance coverages currently
5 required herein, if; in COUNTY Risk Manager's reasonable judgment,
6 the amount or type of insurance carried by GRANTEE has become
7 inadequate.

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

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

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

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

7 20. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this
8 Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state
9 and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the ARPA
10 Rules and the following as they may be applicable to GRANTEE in connection with the ARPA
11 Grant:

- 12 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
13 "Equal Employment Opportunity", as amended by Executive Order 11375 of
14 October 13, 1967, and as supplemented in Department of Labor Regulations
15 (41 CFR Part 60).The GRANTEE will not discriminate against any employee
16 or applicant for employment because of race, color, religion, sex, or national
17 origin. GRANTEE shall ensure that all qualified applicants will receive
18 consideration for employment without regard to race, color, religion, sex or
19 national origin. The GRANTEE will take affirmative action to ensure that
20 applicants are employed and the employees are treated during employment,
21 without regard to their race color, religion, sex, or national origin. Such actions
22 shall include, but are not limited to, the following: employment, up-grading,
23 demotion, or transfer; recruitment or recruitment advertising; rates of pay or
24 other forms of compensation; and selection for training, including
25 apprenticeship. The GRANTEE agrees to post in a conspicuous place, available
26 to employees and applicants for employment, notices to be provided by the
27 County setting forth the provisions of this non-discrimination clause;
28

- 1 b. Executive Order 11063, as amended by Executive Order 12259, and
2 implementing regulations at 24 CFR Part 107;
- 3 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
4 and implementing regulations;
- 5 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
6 implementing regulations;
- 7 e. The regulations, policies, guidelines and requirements of the Uniform
8 Administrative Requirements, Cost Principles, and Audit Requirements for
9 Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of
10 federal funds under the federally-assigned program;
- 11 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
12 regulations issued at 24 CFR Part 1;
- 13 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- 14 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
15 with all applicable provisions pertaining to the use of data and copyrights
16 pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 17 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
18 *(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33*
19 *U.S.C. Section 1251 et seq.)*, as amended: Contracts and subgrants of amounts
20 in excess of \$100,000 shall contain a provision that requires the recipient to
21 agree to comply with all applicable standards, orders or regulations issued
22 pursuant to the *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water*
23 *Pollution Control Act* as amended (33 U.S.C. Section 1251 *et seq.*). Violations
24 shall be reported to the Federal awarding agency and the Regional Office of the
25 Environmental Protection Agency (EPA).
- 26 j. *Anti-Lobbying Certification (31 U.S.C. 1352)*: The language of the certification
27 set forth below shall be required in all contracts or subcontracts entered into in
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1 connection with this grant activity and all GRANTEES shall certify and
2 disclose accordingly. This certification is a material representation of fact upon
3 which reliance was placed when this transaction was made or entered into.
4 Submission of this certification is a prerequisite for making or entering into this
5 transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who
6 fails to file the required certification shall be subject to a civil penalty of not
7 less than \$10,000 and no more than \$100,000 for such failure.

8 “The undersigned certifies, to the best of his or her knowledge or belief, that:
9 No Federal appropriated funds have been paid or will be paid, by or on behalf
10 of it, to any person for influencing or attempting to influence an officer or
11 employee of any agency, a Member of Congress, an officer or employee of
12 Congress, or an employee of a Member of Congress in connection with the
13 awarding of any Federal contract, the making of any Federal grant, the making
14 of any Federal loan, the entering into of any cooperative agreement, and the
15 extension, continuation, renewal, amendment, or modification of any Federal
16 contract, grant, loan, or cooperative agreement;

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

- 24 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
25 contract award shall be made to parties listed on the government wide
26 exclusions in the System for Award Management (SAM), in accordance with
27 OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549
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1 and 12689, "Debarment and Suspension." SAM Exclusions contains the
2 names of parties debarred, suspended, or otherwise excluded by agencies, as
3 well as parties declared ineligible under statutory or regulatory authority other
4 than E.O. 12549. Contractors with awards that exceed the small purchase
5 threshold shall provide the required certification regarding its exclusion status
6 and that of its principal employees.

7 l. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub.
8 L. 100-690) requires grantees (including individuals) of federal agencies, as a
9 prior condition of being awarded a grant, to certify that they will provide drug-
10 free workplaces. Each potential recipient must certify that it will comply with
11 drug-free workplace requirements.

12 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
13 any sub-consultants or sub-contractors, shall allow all duly authorized Federal,
14 State, and/or County officials or authorized representatives access to the work
15 area, as well as all books, documents, materials, papers, and records of the
16 GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are
17 directly pertinent to a specific program for the purpose of making audits,
18 examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and
19 any sub-consultants or sub-contractors, further agree to maintain and keep such
20 books, documents, materials, papers, and records, on a current basis, recording
21 all transactions pertaining to this Agreement in a form in accordance with
22 generally acceptable accounting principles. All such books and records shall be
23 retained for such periods of time as required by law, provided, however,
24 notwithstanding any shorter periods of retention, all books, records, and
25 supporting detail shall be retained for a period of at least five (5) years after the
26 expiration of the term of this Agreement, or final payment is made, whichever
27 is later.
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- 1 n. *Federal Employee Benefit Clause*: No member of or delegate to the Congress
2 of the United States, and no Resident Commissioner shall be admitted to any
3 share or part of this Agreement or to any benefit to arise from the same.
- 4 o. *Energy Efficiency*: Mandatory standards and policies relating to energy
5 efficiency which are contained in the State energy conservation plan issued in
6 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
7 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).
- 8 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity
9 that is a state agency or agency of a political subdivision of a state and its
10 contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste
11 Disposal Act, as amended by the Resource Conservation and Recovery Act.
12 The requirements of Section 6002 include procuring only items designated in
13 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247
14 that contain the highest percentage of recovered materials practicable,
15 consistent with maintaining a satisfactory level of competition, where the
16 purchase price of the item exceeds \$10,000 or the value of the quantity acquired
17 by the preceding fiscal year exceeded \$10,000; procuring solid waste
18 management services in a manner that maximizes energy and resource
19 recovery; and establishing an affirmative procurement program for
20 procurement of recovered materials identified in the EPA guidelines. The
21 requirements of 2 CFR 200.322, as amended effective November 12, 2020, are
22 hereby included in this Agreement as appropriate and to the extent consistent
23 with law.
- 24 q. *Contract Work Hours and Safety Standards Act (CWSHA) (30 U.S.C. 3701-*
25 *3708)*: GRANTEE shall comply with all applicable provisions of the CWSHA.
- 26 r. *Displacement, relocation, and acquisition*. The relocation requirements of
27 Title II and the acquisition requirements of Title III of the Uniform Relocation
28

1 Assistance and Real Property Acquisition Policies Act of 1970, and the
2 implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it
3 has taken all reasonable steps to minimize the displacement of persons as a
4 result of this Project.

- 5 s. *Lead-based paint.* The ARPA-Assisted Units are subject to the lead-based
6 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint
7 Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint
8 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply,
9 irrespective of the applicable property standard under §92.251.
- 10 t. *Labor.* GRANTEE shall comply with any applicable labor regulations and all
11 other State and Federal laws in connection with the construction of the
12 improvements which comprise the Project, including if applicable,
13 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
14 that it is the responsibility of GRANTEE to obtain a legal determination, at
15 GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must
16 be paid for during the construction of the Project. GRANTEE agrees to
17 indemnify, defend, and hold COUNTY harmless from and against any and all
18 liability arising out of a related to GRANTEE'S failure to comply with any and
19 applicable prevailing wage requirements.
- 20 u. *Model Energy Code* published by the Council of American Building Officials.
- 21 v. *Consultant Activities.* No person providing consultant services in an employer-
22 employee type relationship shall receive more than a reasonable rate of
23 compensation for personal services paid with ARPA funds.
- 24 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
25 as may be amended from time to time. Federal awards expended as a recipient
26 or a subrecipient, as defined therein, would be subject to single audit. The
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1 payments received for goods or services provided as a vendor would not be
2 considered Federal awards.

3 x. GRANTEE shall include written agreements that include all provisions of
4 **Section 20** if GRANTEE provides ARPA funds to for-profit owners or
5 developers, non-profit owners or developers, sub-recipients, homeowners,
6 homebuyers, tenants receiving tenant-based rental assistance, or contractors.

7 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department of
8 Justice Interim Guidance on Verification of Citizenship, Qualified Alien Status and
9 Eligibility Under Title IV of the Personal Responsibility and Work Opportunity
10 Reconciliation Act of 1996 (“PRWORA”). Final Attorney General’s Order issued
11 pursuant to PRWORA is specified under Federal Register Vol. 66, No. 10,
12 Department of Justice Final Specification of Community Programs Necessary for
13 Protection of Life or Safety Under Welfare Reform Legislation.

14 z. *Build America, Buy America (BABA) Act*: The Grantee must comply with the
15 requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note,
16 and all applicable rules and notices, as may be amended, if applicable to the
17 Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased
18 Implementation Waiver for FY 2022 and 2023 of Build America, Buy America
19 Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR
20 17001), any funds obligated by HUD on or after the applicable listed effective
21 dates, are subject to BABA requirements, unless excepted by a waiver.

22 aa. Violence Against Women Act (VAWA): VAWA provides housing protections for
23 survivors of domestic and dating violence, sexual assault and stalking (‘domestic
24 violence’). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of
25 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et
26 seq.) HUD’s implementing regulations for VAWA’S protections, rights, and
27 responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in
28

1 HUD's program regulations (HUD's VAWA regulations). VAWA 2022
2 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization
3 includes new implementation requirements. Grantees, subrecipients and developers
4 shall ensure compliance with all requirements of VAWA including but not limited
5 to: (a) Assure domestic violence survivors are not denied assistance as an applicant,
6 or evicted, or have assistance terminated as a tenant because applicant or tenant is
7 or has been a victim of domestic violence; (b) Implement an emergency transfer
8 plan allowing domestic violence survivor to move to another safe and available
9 unit; (c) Provide protections against denial, terminations, and evictions that directly
10 result from being a victim of domestic violence; (d) Implement a low barrier
11 certification process and allow self-certification of domestic violence.

12 bb. GRANTEE shall comply with all applicable local, state, and federal laws in
13 addition to the above-mentioned laws.

14 21. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project
15 available to people that are experiencing homelessness, at risk of homelessness, or experiencing
16 housing insecurity ("Qualified Population"). If GRANTEE intends to use the Project for a use
17 other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize
18 the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty
19 (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate
20 ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with
21 ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations
22 and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then
23 COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA
24 grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this
25 Agreement shall become null and void. COUNTY and GRANTEE shall be released and
26 discharged respectively from their obligations under this Agreement. All cost incurred by each
27 party on the Project will be assumed respectively.
28

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

6 23. RESERVED.

7 24. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of
8 the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted
9 pursuant to the Act in addition to the federal provisions set forth in **Section 20** and in this
10 Agreement.

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

19 26. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and
20 employees shall act at all times in an independent capacity during the term of this Agreement,
21 and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers,
22 or employees of COUNTY.

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

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

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

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

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

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

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

15 28. PROHIBITION AGAINST CONFLICTS OF INTEREST:

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

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

7 29. RESERVED.

8 30. PROJECT MONITORING AND EVALUATION.

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

23 31. MONITORING FEE. GRANTEE shall not be required to pay an annual
24 compliance monitoring fee to the COUNTY.

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

2 33. EVENTS OF DEFAULT. The occurrence of any of the following events shall
3 constitute an "Event of Default" under this Agreement:

- 4 a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable
5 under this Agreement or the Covenant Agreement; (2) GRANTEE's or any
6 agent of GRANTEE's use of SLFRF funds for costs other than those costs
7 permitted under this Agreement or for uses inconsistent with terms and
8 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
9 or any agent of GRANTEE's failure to make any other payment of any
10 assessment or tax due under this Agreement, and /or (4) default under the terms
11 of any senior loan documents or any other instrument or document secured
12 against the Property or the Project;
- 13 b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's
14 agent(s) on the basis of characteristics prohibited by this Agreement or
15 applicable law; (2) the imposition of any encumbrances or liens on the Project
16 without COUNTY's prior written approval that are prohibited under this
17 Agreement (3) GRANTEE's failure to obtain and maintain the insurance
18 coverage required under this Agreement;(4) any material default under this
19 Agreement, the Covenant Agreement, the ARPA Rules, or any document
20 executed by the County in connection with this Agreement, and /or (5) a default
21 under the terms of any senior loan documents or any other instrument or
22 document secured against the Property or the Project;
- 23 c. General Performance of Obligations. Any substantial or continuous or repeated
24 breach by GRANTEE or GRANTEE's agents of any material obligations of
25 GRANTEE under this Agreement;
- 26 d. General Performance of Other Obligations. Any substantial or continuous or
27 repeated breach by GRANTEE or GRANTEE's agents of any material
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1 obligations of GRANTEE related to the Project imposed by any other
2 agreement with respect to the financing, development, or operation of the
3 Project; whether or not COUNTY is a party to such agreement; but only
4 following any applicable notice and cure periods with respect to any such
5 obligation;

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

12 f. Damage to Project. In the event that the Project is materially damaged or
13 destroyed by fire or other casualty, and GRANTEE receives an award or
14 insurance proceeds sufficient for the repair or reconstruction of the Project, and
15 GRANTEE does not use such award or proceeds to repair or reconstruct the
16 Project.

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

27 34. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices,
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1 demands and communications between the COUNTY and the GRANTEE shall be sufficiently
2 given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to
3 the principal offices of the COUNTY and the GRANTEE, as designated in **Section 56**, below.
4 Such written notices, demands and communications may be sent in the same manner to such other
5 addresses as either party may from time to time designate by mail as provided in this **Section 34**.
6 Any notice that is transmitted by electronic facsimile transmission followed by delivery of a
7 “hard” copy, shall be deemed delivered upon its transmission; any notice that is personally
8 delivered (including by means of professional messenger service, courier service such as United
9 Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the
10 documented date of receipt by the recipient; and any notice that is sent by registered or certified
11 mail, postage prepaid, return receipt required shall be deemed received on the date of delivery
12 thereof.

- 13 a. Subject to the Force Majeure Delay, as provided in **Section 12**, failure or delay
14 by GRANTEE to perform any term or provision of this Agreement constitutes
15 a default under this Agreement. GRANTEE must immediately commence to
16 cure, correct or remedy such failure or delay and shall complete such cure,
17 correction or remedy with reasonable diligence.
- 18 b. COUNTY shall give written notice of default to GRANTEE, specifying the
19 default complained of by COUNTY. Failure or delay in giving such notice shall
20 not constitute a waiver of any default, nor shall it change the time of default.
21 Except as otherwise expressly provided in this Agreement, any failures or
22 delays by COUNTY in asserting any of its rights and remedies as to any default
23 shall not operate as a waiver of any default or of any such rights or remedies.
24 Delays by COUNTY in asserting any of its rights and remedies shall not deprive
25 COUNTY of its right to institute and maintain any actions or proceedings which
26 it may deem necessary to protect, assert or enforce any such rights or remedies.

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

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

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

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

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

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

12 36. RESERVED.

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

22 38. GRANTEE’S CERTIFICATION. GRANTEE certifies, to the best of its
 23 knowledge and belief, that:

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

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

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

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

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

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

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

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

19 GRANTEE's obligations set forth in this **Section 39** shall survive the expiration or earlier
20 termination of this Agreement.

21 40. TERMINATION.

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

25 b. COUNTY. Notwithstanding the provisions of **Section 40(a)**, COUNTY may
26 suspend or terminate this Agreement upon written notice to GRANTEE of the
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1 action being taken and the reason for such action in the event one of the
2 following events occur:

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

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

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

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

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

23 41. AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of its
24 successors and assigns, hereby declare their express intent that the restrictions set forth in this
25 Agreement shall continue in full force and effect for the duration of the Affordability Period (as
26 defined in **Section 17** above). Each and every contract, deed or other instrument hereafter
27 executed covering and conveying the Property or any portion thereof shall be held conclusively
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1 to have been executed, delivered and accepted subject to such restrictions, regardless of whether
2 such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute
3 and record as a lien against the Property, a Covenant Agreement, substantially conforming in
4 form and substance to the Covenant Agreement attached hereto as **Exhibit J** and incorporated
5 herein by this reference, setting forth the use and income restriction required in this Agreement.

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

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

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

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

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

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

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

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

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

2 a. GRANTEE Completion. The Project must be completed no later than two (2)
 3 years from the Effective Date of this Agreement (the “Completion Deadline”).
 4 If GRANTEE is unable to meet the condition as required by this **Section 51**
 5 including Extension, then COUNTY and GRANTEE mutually agree that this
 6 Agreement will self-terminate. Upon such termination, this Agreement shall
 7 become null and void. COUNTY and GRANTEE shall be released and
 8 discharged respectively from their obligations under this Agreement, except for
 9 those provisions which by their terms survive termination. All costs incurred by
 10 each party on the Project will be assumed respectively.

11 52. RESERVED.

12 53. RESERVED.

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

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

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

27 COUNTY

GRANTEE

Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

Director RUHS-BH
County of Riverside
4095 County Circle Drive
Riverside, CA 92503

57. 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.

58. EFFECTIVE DATE. The effective date of this Agreement is the date the parties execute the Agreement (“Effective Date”). 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.

59. FURTHER ASSURANCES. GRANTEE 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.

60. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member, official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, 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 GRANTEE or to its successor, or on any obligations under the terms of this Agreement.

61. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

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

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

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

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

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

26 e. As used in this Agreement, and as the context may require, the singular includes
27 the plural and vice versa, and the masculine gender includes the feminine and
28

1 vice versa.

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

4 63. BINDING EFFECT. This Agreement, and the terms, provisions, promises,
5 covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties
6 hereto and their respective heirs, legal representatives, successors and assigns.

7 64. NO THIRD-PARTY BENEFICIARIES. The Parties to this Agreement
8 acknowledge and agree that the provisions of this Agreement are for the sole benefit of COUNTY
9 and GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except
10 as otherwise expressly provided herein.

11 65. CONSTRUCTION SIGN. Grantee agrees to erect a construction sign
12 acknowledging the County ARPA funding that the County is contributing to this project. Sign is
13 to be approved by COUNTY prior to erecting.

14 66. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

15 a. This Agreement shall be executed in three duplicate originals each of which is
16 deemed to be an original. This Agreement, including all attachments hereto and
17 exhibits appended to such attachments shall constitute the entire understanding
18 and agreement of the parties.

19 b. This Agreement integrates all of the terms and conditions mentioned herein or
20 incidental hereto and supersedes all negotiations or previous agreements
21 between the parties with respect to all or any part of the Property.

22 c. All waivers of the provisions of this Agreement must be in writing and signed
23 by the appropriate authorities of the COUNTY or the GRANTEE, and all
24 amendments hereto must be in writing and signed by the appropriate authorities
25 of the COUNTY and the GRANTEE. This Agreement and any provisions
26 hereof may be amended by mutual written agreement by the GRANTEE and
27 the COUNTY.
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(SIGNATURES ON THE NEXT PAGE)

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

HWS (COUNTY):

RUHS-BH (GRANTEE):

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

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

By: FORM COPY - DO NOT SIGN
Heidi Marshall, Director HWS

By: FORM COPY - DO NOT SIGN
Mathew Chang, Director RUHS-BH


Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: 
Paula S. Salcido
Deputy County Counsel

EXHIBITS

EXHIBIT	“A”	SCOPE OF WORK
EXHIBIT	“B”	SCHEDULE OF PERFORMANCE
EXHIBIT	“C”	LINE ITEM BUDGET
EXHIBIT	“D”	FLOOR PLANS
EXHIBIT	“E”	ASSURANCE OF COMPLIANCE
EXHIBIT	“F”	SUBRECIPIENT PAYMENT REQUEST - 2076A
EXHIBIT	“G”	SUPPORTING DOCUMENTATION REQUIREMENT
EXHIBIT	“H”	PROHIBITION AGAINST CONFLICTS OF INTEREST
EXHIBIT	“I”	CONTRACTOR DEBARMENT CERTIFICATION FORM
EXHIBIT	“J”	COVENANT AGREEMENT

EXHIBIT “A”

SCOPE OF WORK

Grantee: RUHS-BH
Address: 4095 County Circle Drive - Riverside, CA 92503
Project Title: ”The Place” Shelter Renovation Project
Location: 2800 Hulen Place, Riverside, CA 92507; APN: 210-130-025

B.1 APPLICATION

- A. GRANTEE has submitted to the County of Riverside Continuum of Care (“CoC”) an application in response to ARPA 2nd Allocation – Emergency Shelter/Resilience Project Application for ARPA funds (“Application”) to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, GRANTEE’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.
- B. GRANTEE warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of GRANTEE’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 BACKGROUND

A. Project Description

Capital

GRANTEE is proposing to utilize \$1,000,000.00 in ARPA funds to pay a portion of the costs to renovate a shelter facility called “The Place” and reopen as a Transitional Housing facility to provide Permanent Supportive Housing Services to chronic homeless individuals. RUHS-BH is working to transform the county owned building from 25 beds to 31 beds, changing from shared to single units. Renovations will also include new roofing, sewer and drainage, and facility furnishing. These efforts will support new initiatives such Care Court, RIVCO Coordinated response team, and the high need homeless population needing transitional housing in Riverside County.

B. Planned Renovations

Building and APN	Existing	Proposed
RUHS-BH 2800 Hulen Place, Riverside, CA 92507 APN: 439-100-031-3	25 beds	31 beds
	Shared Units	Single Units
		Installation of new roofing, sewer and drainage, and facility furnishing.

C. Project Detail

Project Component Type:	Capital
Funding Costs for:	Shelter Renovation
Population Focus:	Chronic Homeless Population
# of Units:	31
# of Beds:	31
Project Location	“The Place,” located at 2800 Hulen Place, Riverside, CA 92507

B.3 Legal Description of Property

ADDRESS: 2800 Hulen Place, Riverside, CA 92507
ASSESSOR'S PARCEL NUMBER: 210-130-025

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 4 OF PARCEL MAP NO.22083 ON FILE IN BOOK 155 PAGES 36 AND 37 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

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

Activity	Completion Dates
"THE PLACE" SHELTER RENOVATION PROJECT	
Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than <u>06/30/2024</u>
REHABILITATION	
Renovate existing shelter space	No later than <u>12/30/2024</u>
Configure layout to construct a minimum of 31 single private units	No later than <u>12/30/2024</u>
Rehabilitate existing bathroom in main shelter ?	No later than <u>12/30/2024</u>
Install new roofing	No later than <u>12/30/2024</u>
SITE IMPROVEMENTS	
Doors, windows and site furnishings	No later than <u>03/31/2025</u>
Delivery of any site furniture (beds, mattresses, kits, etc.)	No later than <u>03/31/2025</u>
MECHANICAL/PLUMBING	
Upgrade existing mechanical equipment	No later than <u>06/30/2025</u>
Upgrade existing plumbing equipment (sewer and drainage)	No later than <u>06/30/2025</u>
ELECTRICAL	
Install electrical panels and all necessary light fixtures, electrical outlets and ceiling fans in rooms.	No later than <u>07/31/2025</u>
Install all smoke and carbon monoxide detectors where required	No later than <u>07/31/2025</u>
Final Project Reporting	
Submit actual final project cost and completion report	No later than <u>09/30/2025</u>
Submit supportive service plan	No later than <u>09/30/2025</u>
Receive occupancy	No later than <u>09/30/2025</u>

EXHIBIT “C”

LINE ITEM BUDGET

”THE PLACE” SHELTER RENOVATION PROJECT

PROJECT SUMMARY				
Cost Items	Description	Allowance	Estimated Cost	ARPA Funding
	BUILDING		\$4,680,669	Costs for all construction activities listed not to exceed \$1,000,000 in Exhibit “A” - Scope of Work and Exhibit “B” - Schedule of Performance, including architectural/ engineering costs and infrastructure improvements
01	General Requirements			
02	Existing Conditions <ul style="list-style-type: none"> • Demolition • Architectural • Plumbing • Electrical • HVAC • Misc. Interior Demolition 			
03	Concrete			
04	Masonry			
05	Metals			
06	Wood, Plastics, and Composites			
07	Thermal and Moisture Protection			
08	Openings			
09	Finishes			
10	Specialties			
11	Equipment			
12	Furnishings			
13	Special Construction			
14	Conveying Equipment			

15	Fire Suppression		
16	Plumbing		
17	Heating, Ventilating, and Air Conditioning		
18	Communication		
19	Electronic Safety and Security		
20	Exterior Improvements		
21	Utilities		
	SITE		\$325,330
01	General Requirements		
02	Existing Conditions <ul style="list-style-type: none"> • Demolition • Clearing and grubbing • Grading 		
03	Concrete		
04	Masonry		
05	Metals		
06	Wood, Plastics, and Composites		
07	Thermal and Moisture Protection		
08	Openings		
09	Finishes		
10	Specialties		
11	Equipment		
12	Furnishings		
13	Special Construction		
14	Conveying Equipment		
15	Fire Suppression		
16	Plumbing		
17	Heating, Ventilating, and Air Conditioning		
18	Electrical		
19	Communications		

20	Electronic Safety and Security		
21	Earthwork		
22	Exterior Improvements		
23	Utilities		
24	Design Contingency		
25	General Conditions/Requirements		
26	Contractor Overhead and Profit		
27	Insurance and Bonds		
	ARPA GRANT AMOUNT	\$1,000,000	
	TOTAL DEVELOPMENT COSTS		\$5,005,999

Riverside Homeless Shelter
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

COST ESTIMATE

INTRODUCTORY NOTES

This estimate is based on verbal direction from the client and the following items, received 12 July 2023:

General	CS0.2 thru G-6.1 (10 sheets)
Civil	C-1 thru C-4 (04 sheets)
Architectural	A0-1.1 thru SG-3.1 (30 sheets)
Structural	S0-01 thru S2-2.0 (10 sheets)
Mechanical	M0-1.1 thru M10-1.2 (13 sheets)
Plumbing	PO-1.1 thru P10-1.2 (12 sheets)
Electrical	EO-1.1 thru E10-1.2 (12 sheets)

City of Riverside

Riverside Homeless Shelter

Riverside, CA

Westgroup Designs
95% CONSTRUCTION DOCUMENT COST ESTIMATE
OCMI JOB #: 220420.000
26 July 2023

Riverside Homeless Shelter

Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

The following items are excluded from this estimate:

- Professional fees.
- Building permits and fees.
- Inspections and tests.
- Furniture, fixtures & equipment, except as noted.
- Installation of owner furnished equipment.
- Construction change order contingency.
- Overtime.
- Hazardous material abatement/removal.
- Items referenced as NOT INCLUDED or NIC in estimate.

The midpoint of construction of March 2025 is based on:

- Construction start date of September 2024
- Estimated construction duration of 12 months

- This estimate is based on a Design-Bid-Build delivery method.
- This estimate is based on prevailing wage labor rates.
- This estimate is based on a detailed measurement of quantities. We have made allowances for items that were not clearly defined in the drawings. The client should verify these allowances.
- This estimate is based on a minimum of four competitive bids and a stable bidding market.
- This estimate should be updated if more definitive information becomes available, or if there is any change in scope.
- We strongly advise the client to review this estimate in detail. If any interpretations in this estimate appear to differ from those intended by the design documents, they should be addressed immediately.



PROJECT SUMMARY

ELEMENT	TOTAL COST	GFA	S/SF AREA
01. BUILDING	\$4,680,669	9,235	\$506.84
02. SITE	\$325,330	9,358	\$34.76
TOTAL CONSTRUCTION COST	\$5,005,999		

DETAILED PROJECT SUMMARY

ELEMENT	TOTAL COST	GFA	S/SF AREA
01. BUILDING	\$3,268,589	9,235	\$353.93
02. SITE	\$227,183	9,358	\$24.28
TOTAL NET DIRECT COST	\$3,495,772		

GENERAL MARKUPS

DESIGN CONTINGENCY	5.00%	\$174,789
ESCALATION TO MIDPOINT 03/2025	10.00%	\$367,056
GENERAL CONDITIONS/REQUIREMENTS	12.00%	\$488,514
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$361,770
INSURANCE AND BONDS	2.50%	\$122,098

TOTAL CONSTRUCTION COST	\$5,005,999
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Riverside Homeless Shelter
BUILDING
Riverside, CA

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

BUILDING SUMMARY

ELEMENT	TOTAL COST	S/SF AREA
01 GENERAL REQUIREMENTS		
02 EXISTING CONDITIONS	\$238,074	\$25.78
03 CONCRETE	\$56,751	\$6.15
04 MASONRY		
05 METALS	\$1,033	\$0.11
06 WOOD, PLASTICS, AND COMPOSITES	\$31,357	\$3.40
07 THERMAL AND MOISTURE PROTECTION	\$235,828	\$25.54
08 OPENINGS	\$229,894	\$24.89
09 FINISHES	\$954,239	\$103.33
10 SPECIALTIES	\$55,017	\$5.74
11 EQUIPMENT	\$28,065	\$3.04
12 FURNISHINGS	\$80,993	\$8.77
13 SPECIAL CONSTRUCTION		
14 CONVEYING EQUIPMENT		
21 FIRE SUPPRESSION	\$70,500	\$7.63
22 PLUMBING	\$290,017	\$31.40
23 HEATING, VENTILATING, AND AIR CONDITIONING	\$517,012	\$55.98
26 ELECTRICAL	\$224,934	\$24.36
27 COMMUNICATIONS	\$56,644	\$6.13
28 ELECTRONIC SAFETY AND SECURITY	\$200,231	\$21.68
31 <u>EARTHWORK</u>		
32 EXTERIOR IMPROVEMENTS		
33 UTILITIES		
NET DIRECT BUILDING COST	\$3,268,589	\$353.93
DESIGN CONTINGENCY	5.00% \$163,429	\$17.70
SUBTOTAL	\$3,432,018	\$371.63
ESCALATION TO MIDPOINT 03/2025	10.00% \$343,202	\$37.16
SUBTOTAL	\$3,775,220	\$408.79
GENERAL CONDITIONS/REQUIREMENTS	12.00% \$453,026	\$49.06
SUBTOTAL	\$4,228,247	\$457.85
CONTRACTOR OVERHEAD AND PROFIT	8.00% \$338,260	\$36.63
SUBTOTAL	\$4,566,506	\$494.48
INSURANCE AND BONDS	2.50% \$114,163	\$12.36
TOTAL BUILDING COST	\$4,680,669	\$506.84
GROSS FLOOR AREA:	9,235 SF	

Prepared by: OCMI

Sheet 3 of 18

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
02 EXISTING CONDITIONS				
Demolition				
Architectural				
Slab on grade	811	SF	3.49	\$2,827
Cut opening in concrete wall	1	EA	1,782.98	\$1,783
Membrane roofing	8,931	SF	2.48	\$22,142
Cut opening in roof	18	EA	678.95	\$12,221
Door and frame, single	30	EA	89.29	\$2,659
Overhead door	2	EA	765.41	\$1,531
Storefront	162	SF	8.63	\$1,397
Skylight	1	EA	111.24	\$111
Interior partition	7,904	SF	3.31	\$26,140
Hard lid ceiling	1,018	SF	3.16	\$3,213
ACT, tile and grid	4,705	SF	1.73	\$8,144
Floor finish	7,380	SF	2.46	\$18,190
Ceramic tile and mortar bed	988	SF	5.01	\$4,948
Sandblast slab, remove residue	8,368	SF	2.51	\$20,967
Plumbing				
Equipment and fixtures	9,235	SF	0.14	\$1,260
Waste and vent piping	9,235	SF	0.32	\$2,997
Water and gas piping	9,235	SF	0.27	\$2,475
Electrical				
Lighting fixtures, including conduit, wire and control devices	9,235	SF	2.15	\$19,820
Service and distribution equipment, power outlets, and equipment connections	9,235	SF	1.61	\$14,828
HVAC				
Equipment, piping, ductwork, and controls	9,235	SF	2.85	\$26,311
Miscellaneous interior demolition, Allowance	9,235	SF	2.20	\$20,317
Haul, assume 10% of demolition costs	10%	PCT	235,929.10	\$23,593
Hazardous materials/abatement				
Assumed none		NIC		
TOTAL - 02 EXISTING CONDITIONS				\$238,074
03 CONCRETE				
Spread footings, assembly	1	CY	752.46	\$752
Slab on grade				
Reinforced concrete slab, 5" thick	811	SF	14.11	\$11,446
Miscellaneous				
Topping, concrete	456	SF	8.14	\$3,711
2"	405	EA	99.57	\$40,325
Dowel	1	EA	516.97	\$517
Embed				

Prepared by: OCMI

Sheet 4 of 18

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
TOTAL - 03 CONCRETE				\$56,751
05 METALS				
Piping and tube steel	221	LB	4.68	\$1,033
TOTAL - 05 METALS				\$1,033
06 WOOD, PLASTICS, AND COMPOSITES				
Roof				
4" x 6", beam	362	BF	5.55	\$2,010
Connections and hardware	91	SF	3.07	\$279
GluLam, straight	1,934	BF	7.23	\$13,980
Connections and hardware, Allowance	76	EA	119.32	\$9,068
Ceiling				
4" x 4", beam	233	BF	5.66	\$1,320
Connections and hardware	42	SF	3.07	\$129
Miscellaneous blocking and backing	9,235	SF	0.50	\$4,617
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$31,357
07 THERMAL AND MOISTURE PROTECTION				
Roofing				
Single ply membrane	8,893	SF	10.79	\$95,998
Cover board	8,893	SF	2.79	\$24,847
Infill skylight opening	1	EA	716.26	\$716
Cant strip	571	LF	3.36	\$1,916
Coping, aluminum	571	LF	23.28	\$13,296
Walkpad, assume 15% off roof area	1,334	SF	8.10	\$10,808
Flashing and sheet metal				
Reglet	425	LF	7.28	\$3,092
Flashing	425	LF	10.55	\$4,482
Interior partitions				
Insulation, batt				
4"	9,001	SF	1.41	\$12,684
6"	11,748	SF	1.86	\$21,799
Insulation, sound	338	SF	4.63	\$1,564
R-32 foil faced, at underside of roof	8,893	SF	3.48	\$30,912
Miscellaneous				
Caulking and waterproofing	9,235	SF	0.83	\$7,619
Prepared by: OCMI				Sheet 5 of 18

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
4"	9,001	SF	11.13	\$100,204
6"	11,748	SF	12.65	\$148,960
Resilient channels, horizontal	11,748	SF	4.48	\$52,656
Gypsum board				
Taped and finished	34,634	SF	3.38	\$117,141
Fire taped	23,496	SF	3.09	\$72,514
Level 5 finish, premium	34,634	SF	1.28	\$44,373
Cementitious backerboard	2,706	SF	6.50	\$17,609
Paint	25,285	SF	1.34	\$33,903
Ceramic tile	2,526	SF	20.33	\$51,357
FRP	24	SF	6.91	\$166
Floor				
Carpet tile	339	SF	6.98	\$2,365
Textile composition tile	2,691	SF	16.91	\$45,504
Luxury vinyl plank	3,689	SF	9.52	\$35,117
Porcelain tile	614	SF	20.20	\$12,404
Mosaic tile	99	SF	21.61	\$2,139
Concrete, sealer	177	SF	1.75	\$310
Transition strip	117	LF	2.37	\$277
Base				
Rubber	2,564	LF	2.84	\$7,271
Porcelain tile	343	LF	18.09	\$6,206
Ceiling				
ACT, including grid system, 2' 0" x 2' 0"	805	SF	10.28	\$8,277
Acoustical ceiling panel	108	SF	39.50	\$4,268
Wall covering, applied to ceiling	709	SF	5.61	\$3,977
Hard lid	6,796	SF	16.02	\$108,878
Soffit	1,520	SF	29.85	\$45,370
Level 5 finish, premium	6,796	SF	1.28	\$8,707
Paint	8,316	SF	1.34	\$11,154
Paint, exposed	177	SF	2.06	\$364
TOTAL - 09 FINISHES				\$954,239
10 SPECIALTIES				
Restroom accessories				
Partition	3	EA	1,475.11	\$4,425
Partition, ADA	2	EA	1,939.34	\$3,879
Grab bar set	3	EA	281.98	\$846
Paper towel dispenser	4	EA	329.02	\$1,316
Paper towel dispenser and waste receptacle	5	EA	1,070.45	\$5,352
Soap dispenser	11	EA	119.32	\$1,312
Feminine napkin dispenser	1	EA	1,170.77	\$1,171
Toilet tissue, seat cover dispenser	2	EA	509.25	\$1,018
Toilet tissue, seat cover dispenser, and napkin disposal	4	EA	584.58	\$2,338
Prepared by: OCMI				Sheet 7 of 18

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Fire stopping	9,235	SF	0.66	\$6,095
TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$235,828
08 OPENINGS				
Exterior doors				
Aluminum fully glazed including frame and hardware				
Single	4	EA	4,018.47	\$16,074
Miscellaneous				
Closer	4	EA	440.30	\$1,761
Panic hardware	4	EA	1,007.24	\$4,029
Exterior windows				
Storefront	244	SF	105.30	\$25,693
Tempered, premium	57	SF	16.50	\$941
Soletube, 24"	18	EA	1,676.86	\$30,183
Interior doors				
Wood including frame and hardware				
Single	39	EA	2,074.71	\$80,914
Single, fully glazed	1	EA	3,174.71	\$3,175
Hollow metal including frame and hardware				
Single	8	EA	2,393.66	\$19,149
Double	2	PR	4,077.78	\$8,156
Miscellaneous				
Vision panel	5	EA	312.80	\$1,564
Closer	44	EA	440.30	\$19,373
Fire rating, premium	31	EA	266.51	\$8,262
Sound seal	5	EA	740.14	\$3,701
Interior windows				
Aluminum	80	SF	86.48	\$6,919
TOTAL - 08 OPENINGS				\$229,694
09 FINISHES				
Exterior				
Paint, exterior concrete	7,373	SF	2.12	\$15,612
Paint, exterior letters, 3' 0"	9	EA	24.48	\$220
Exterior soffit				
Paint	76	SF	2.17	\$165
Interior				
Wall				
Framing, metal stud				
Prepared by: OCMI				Sheet 6 of 18

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Robe hook	14	EA	33.24	\$465
Mirror, metal frame	1	EA	106.68	\$107
Mirror	96	SF	34.43	\$3,305
Shower curtain and rod	9	EA	133.66	\$1,203
Shower grab bar	3	EA	332.77	\$998
Shower seat	3	EA	415.14	\$1,245
Shower soap dispenser	9	EA	125.74	\$1,132
Miscellaneous				
Awning/canopy, wall hung	258	SF	53.66	\$13,844
Mop and broom rack	1	EA	300.72	\$301
Corner guard, quarter turn, adhesive	2	EA	167.97	\$336
Signage	9,235	SF	0.67	\$6,223
Fire extinguisher and recessed cabinet	4	EA	550.34	\$2,201
TOTAL - 10 SPECIALTIES				\$53,017
11 EQUIPMENT				
A - Digital screen, OFOI				
B - Dishwasher	2	EA	1,426.11	\$2,852
C - Electric cooktop	1	EA	1,071.24	\$1,071
D - Range hood	1	EA	631.18	\$631
E - Microwave, built-in	2	EA	922.99	\$1,846
F - Oven	2	EA	2,248.36	\$4,497
G - Refrigerator, ADA	1	EA	2,637.03	\$2,637
H - Refrigerator, non-ADA	2	EA	1,798.96	\$3,598
I - Washer/dryer, stacking	4	SET	2,175.98	\$8,704
J - Dryer, electric, ADA	1	EA	1,142.99	\$1,143
K - Washing machine, ADA	1	EA	1,085.79	\$1,086
L - Computer and monitor, OFOI				
TOTAL - 11 EQUIPMENT				\$28,065
12 FURNISHINGS				
Casework				
Base cabinet, plastic laminate	12	LF	443.58	\$5,323
Base cabinet, plastic laminate, island	13	LF	806.23	\$10,481
Wall cabinet, plastic laminate	79	LF	323.79	\$25,579
Full height wall cabinet, plastic laminate	28	LF	506.47	\$14,181
Countertop, plastic laminate	12	LF	106.25	\$1,275
Countertop, plastic laminate, freestanding	3	LF	161.25	\$484
Countertop, epoxy solid surface, island	13	LF	258.63	\$3,362
Countertop, solid surface with backsplash	43	LF	180.60	\$7,766
Vanity countertop	27	LF	148.51	\$4,010
Mezzoshades	523	SF	16.31	\$8,532
Prepared by: OCMI				Sheet 8 of 18

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
TOTAL - 12. FURNISHINGS				\$80,993
21 FIRE SUPPRESSION				
Automatic fire sprinkler system, wet type	9,235	SF	7.63	\$70,500
TOTAL - 21. FIRE SUPPRESSION				\$70,500
22 PLUMBING				
Equipment				
Water heater, 80 gallon, 15 KW, WH-1/2	2	EA	7,524.00	\$15,048
Circulation pump, 1/25 hp, CP-1	1	EA	940.50	\$941
Thermal expansion tank, 2 gallon	1	EA	155.10	\$155
Miscellaneous fittings and accessories	1	LS	6,600.00	\$6,600
Garbage disposal, GD-1	2	EA	363.00	\$726
Fixtures including rough-in				
Water closet	3	EA	2,631.20	\$7,894
Water closet (ADA)	3	EA	2,669.70	\$8,009
Lavatory, wall mounted	1	EA	2,860.00	\$2,860
Lavatory, vanity mounted	7	EA	2,858.90	\$20,012
Urinal	1	EA	3,891.80	\$3,892
Service sink	1	EA	6,039.00	\$6,039
Sink, single bowl	2	EA	3,005.20	\$6,010
Drinking fountain, including bottle-filling station	1	EA	4,892.80	\$4,893
Shower	8	EA	3,403.40	\$27,227
Automatic sensor, premium				
Water closet	6	EA	697.40	\$4,184
Lavatory	8	EA	712.80	\$5,702
Urinal	1	EA	705.10	\$705
Miscellaneous fittings				
Floor sink	1	EA	875.29	\$875
Drain with P-trap and strainer	4	EA	694.10	\$2,776
Hose bibb	1	EA	395.31	\$395
Hose bibb, roof	2	EA	553.43	\$1,107
Domestic water system				
Building entrance, Allowance, 2-1/2"				
Main shut-off valve	1	EA	472.85	\$473
Backflow preventer	1	EA	4,088.41	\$4,088
Pressure regulator	1	EA	1,833.50	\$1,834
Trap primer with access panel	3	EA	387.20	\$1,162
Water hammer arrester with access panel	2	EA	248.35	\$497
Pipe with fittings and supports				
Below grade (type "K" copper)				
1/2"	26	LF	20.19	\$525
Prepared by: OCMI				Sheet 9 of 18

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
2-1/2"	12	LF	105.37	\$1,264
Trench, backfill, and remove excess spoil	3	CY	118.51	\$356
Above grade, cold water (type "L" copper)				
1/2"	244	LF	21.67	\$5,287
3/4"	219	LF	24.85	\$5,442
1"	95	LF	26.09	\$2,479
1-1/4"	20	LF	31.96	\$639
1-1/2"	46	LF	36.98	\$1,701
2"	123	LF	59.19	\$7,280
2-1/2"	40	LF	70.06	\$2,802
Above grade, hot water (type "L" copper)				
1/2"	193	LF	21.67	\$4,182
3/4"	198	LF	24.85	\$4,920
1"	40	LF	26.09	\$1,044
1-1/4"	41	LF	31.96	\$1,310
1-1/2"	42	LF	36.98	\$1,553
2"	12	LF	59.19	\$710
Insulation, fiberglass with jacket				
1/2"	193	LF	11.26	\$2,174
3/4"	198	LF	11.81	\$2,339
1"	40	LF	12.22	\$489
1-1/4"	41	LF	12.11	\$497
1-1/2"	42	LF	11.40	\$479
2"	12	LF	16.87	\$202
Connect to existing piping	2	EA	209.00	\$418
Gate, globe or check valve				
1/2"	3	EA	88.00	\$264
1"	3	EA	147.40	\$442
1-1/4"	3	EA	177.10	\$531
1-1/2"	1	EA	200.20	\$200
2"	3	EA	245.30	\$736
Thermostatic mixing valve				
1/2"	10	EA	258.50	\$2,585
1-1/2", TMV-1	1	EA	1,925.00	\$1,925
Sanitary waste system				
Pipe with fittings, below grade, PVC				
3"	225	LF	41.70	\$9,383
4"	105	LF	54.37	\$5,709
4"	39	LF	65.42	\$2,551
Trench, backfill, and remove excess spoil	62	CY	118.51	\$7,289
Pipe with fittings and supports, above grade, cast iron				
2"	33	LF	46.24	\$1,526
3"	2	LF	58.65	\$117
Floor clean-out	1	EA	399.30	\$399
Clean-out to grade	1	EA	1,134.10	\$1,134
Wall clean-out with access cover	14	EA	512.60	\$7,176
Prepared by: OCMI				Sheet 10 of 18

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST	
Sanitary vent system					
Pipe with fittings, below grade, PVC, 1-1/2"	21	LF	41.70	\$876	
Trench, backfill, and remove excess spoil	3	CY	118.51	\$356	
Pipe with fittings and supports, above grade, cast iron					
1-1/4"	64	LF	44.23	\$2,831	
1-1/2"	486	LF	46.77	\$22,731	
2"	200	LF	49.21	\$9,843	
3"	3	LF	54.47	\$163	
Up through roof					
Up to 2-1/2"	4	EA	217.25	\$869	
3" - 4"	1	EA	275.77	\$276	
Roof drainage system, Allowance	9,235	SF	0.95	\$8,736	
Indirect condensate drain system					
Connection to AC units and water heaters, 3/4"	9	EA	415.80	\$3,742	
Pipe with fittings and supports, 3/4"	228	LF	33.55	\$7,649	
Natural gas system, no work anticipated					
NIC					
Miscellaneous plumbing work, including seismic supports, testing and fire stop, Allowance					
9,235 SF				0.84	\$7,762
TOTAL - 22. PLUMBING				\$290,017	
23 HEATING, VENTILATING, AND AIR CONDITIONING					
Equipment					
Roofpack packaged units					
900 CFM, AC-4	1	EA	10,770.01	\$10,770	
1,200 CFM, AC-2/5/6	3	EA	12,276.99	\$36,831	
1,600 CFM, AC-7	1	EA	13,937.62	\$13,938	
2,000 CFM, AC-1	1	EA	15,690.10	\$15,690	
3,000 CFM, AC-3	1	EA	17,497.16	\$17,497	
Ductless mini split system, 843 CFM, FC-1 & HP-1	1	EA	7,282.96	\$7,283	
Exhaust fan, 1,025 CFM, EF-1	1	EA	3,824.91	\$3,825	
Air distribution system					
Ductwork, galvanized steel					
Supply	3,300	LB	16.42	\$54,191	
Return	3,210	LB	16.42	\$52,713	
Exhaust	280	LB	16.42	\$4,598	
Insulation/liner	5,940	SF	6.82	\$40,484	
Duct, flexible with clamp	480	LF	40.22	\$19,504	
Refrigeration piping					
Piping components and specialties	1	EA	781.00	\$781	
Pipe, with insulation, fittings, and supports	60	LF	23.56	\$1,413	
Prepared by: OCMI				Sheet 11 of 18	

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST	
Air inlets and outlets					
Supply diffuser, lay-in/sidewall	51	EA	481.80	\$24,572	
Supply diffuser, linear	23	LF	79.96	\$1,701	
Return register	46	EA	323.40	\$14,876	
Exhaust grille	11	EA	172.74	\$1,900	
Roof jack	2	EA	253.12	\$506	
Dampers					
Volume, manual	136	EA	274.93	\$37,391	
Fire damper	67	EA	431.06	\$28,881	
Fire and smoke, motorized	12	EA	1,730.06	\$20,761	
Automatic temperature controls, Allowance					
9,235 SF				7.46	\$68,875
Air balancing, by an independent contractor					
Equipment	1	LS	4,763.00	\$4,763	
Air inlets and outlets	114	EA	114.03	\$12,999	
Commissioning including documentation, performance verification and training					
1 LS				9,680.00	\$9,680
Miscellaneous HVAC work, including seismic supports and fire stop, Allowance					
9,235 SF				1.21	\$11,129
TOTAL - 23. HEATING, VENTILATING, AND AIR CONDITIONING				\$517,012	
26 ELECTRICAL					
Service and distribution					
Normal power					
Main switch gear, 600 amp, 120/208v, 3ph, MSB	1	EA	40,376.35	\$40,376	
Panelboards 120/208v, 3ph					
225 amp	2	EA	8,239.00	\$16,478	
400 amp	1	EA	14,333.00	\$14,333	
Building feeders					
Conductor, copper wire, THW, THHN					
#6	20	LF	3.04	\$61	
#4	20	LF	4.19	\$84	
#3	40	LF	4.88	\$195	
#2	80	LF	5.86	\$469	
#3 / 0	160	LF	11.80	\$1,888	
#4 / 0	80	LF	13.30	\$1,064	
Concealed conduit, EMT					
1-1/2"	20	LF	13.69	\$474	
2-1/2"	20	LF	36.76	\$735	
4"	20	LF	55.17	\$1,103	
Emergency power, no work anticipated					
NIC					
Prepared by: OCMI				Sheet 12 of 18	

Riverside Homeless Shelter
BUILDING
Riverside, CA

Riverside Homeless Shelter
BUILDING
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Building grounding system	9,235	SF	0.95	\$8,736
Equipment and machinery power				
HVAC equipment				
Connection including disconnect switch, junction box, spool and wire	7	EA	7,118.11	\$49,827
Rooftop packaged units				
Ductless split system units				
FC-1	1	EA	1,785.14	\$1,785
HP-1	1	EA	2,304.60	\$2,305
Exhaust fan	1	EA	2,460.94	\$2,461
Plumbing equipment				
Connection including disconnect switch, junction box, conduit and wire				
Water heater, WH-1/2	2	EA	1,779.64	\$3,559
Circulating pump, CP-1	1	EA	934.27	\$934
Convenience power				
Receptacles				
Duplex	95	EA	170.69	\$16,215
Double duplex	7	EA	176.74	\$1,237
GFI	19	EA	184.54	\$3,506
Junction box	21	EA	71.38	\$1,499
Conduit and wire	3,146	LF	15.76	\$49,590
Miscellaneous electrical work, including seismic supports and fire stop, allowance	9,235	SF	0.65	\$6,020
TOTAL - 26 ELECTRICAL				\$224,934

27 COMMUNICATIONS

Telephone and data system				
Backboard	96	SF	2.96	\$284
Outlets				
Data	18	EA	130.41	\$2,347
Wireless outlet	7	EA	689.28	\$4,825
Conduit and wire				
Conduit up to accessible ceiling	198	LF	15.28	\$3,025
Cabling including terminations	6,100	LF	2.10	\$12,828
Fiber optic system				
Data rack	2	EA	10,339.24	\$20,678
Backbone, 2"	50	LF	27.72	\$1,386
Fiber optic cable	60	LF	6.22	\$373
Testing fiber optic cable with documentation, labeling	1	LS	3,683.67	\$3,684

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Sheet 13 of 18

Riverside Homeless Shelter
SITE
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

SITE SUMMARY

ELEMENT	TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS		
02 EXISTING CONDITIONS	\$26,864	\$2.87
03 CONCRETE		
04 MASONRY		
05 METALS		
06 WOOD, PLASTICS, AND COMPOSITES		
07 THERMAL AND MOISTURE PROTECTION		
08 OPENINGS		
09 FINISHES		
10 SPECIALTIES		
11 EQUIPMENT		
12 FURNISHINGS		
13 SPECIAL CONSTRUCTION		
14 CONVEYING EQUIPMENT		
21 FIRE SUPPRESSION		
22 PLUMBING		
23 HEATING, VENTILATING, AND AIR CONDITIONING		
26 ELECTRICAL		
27 COMMUNICATIONS		
28 ELECTRONIC SAFETY AND SECURITY		
31 EARTHWORK	\$6,462	\$0.69
32 EXTERIOR IMPROVEMENTS	\$137,369	\$14.68
33 UTILITIES	\$56,488	\$6.04
NET DIRECT SITE COST	\$227,183	\$24.28
DESIGN CONTINGENCY	5.00% \$11,359	\$1.21
SUBTOTAL	\$238,542	\$25.49
ESCALATION TO MIDPOINT 03/2025	10.00% \$23,854	\$2.55
SUBTOTAL	\$262,396	\$28.04
GENERAL CONDITIONS/REQUIREMENTS	12.00% \$31,488	\$3.36
SUBTOTAL	\$293,884	\$31.40
CONTRACTOR OVERHEAD AND PROFIT	8.00% \$23,511	\$2.51
SUBTOTAL	\$317,395	\$33.92
INSURANCE AND BONDS	2.50% \$7,935	\$0.85
TOTAL SITE COST	\$325,330	\$34.76
TOTAL SITE AREA:	9,358 SF	

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Sheet 15 of 18

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Common raceway system				
Cable tray	20	LF	129.02	\$2,580
Conduit				
2"	60	LF	27.72	\$1,663
3/4"	20	LF	148.55	\$2,971
TOTAL - 27 COMMUNICATIONS				\$56,644
28 ELECTRONIC SAFETY AND SECURITY				
Fire alarm system, addressable type				
Equipment				
Control panel	1	EA	9,254.30	\$9,254
Annunciator	1	EA	1,457.59	\$1,458
Terminal cabinet	1	EA	842.49	\$842
Modules (interface, monitor, relay or control), Allowance	9,235	SF	1.18	\$10,870
Devices				
Pull station	4	EA	402.36	\$1,609
Smoke detector	49	EA	554.61	\$27,176
Duct smoke detector	15	EA	925.74	\$13,886
Heat detector	3	EA	367.38	\$1,102
Strobe	7	EA	465.01	\$3,241
Horn	1	EA	465.01	\$465
Horn, exterior	1	EA	510.44	\$510
Horn/strobe	12	EA	514.46	\$6,174
Miscellaneous connections and devices	1	LS	915.00	\$915
Conduit and wire	1,610	LF	15.76	\$25,378
Public address system	10,370	SF	1.38	\$14,259
Security systems				
Access control	9,235	SF	2.51	\$23,161
Video surveillance system	9,235	SF	6.49	\$59,955
TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$200,231

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Sheet 14 of 18

Riverside Homeless Shelter
SITE
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 26 July 2023

02 EXISTING CONDITIONS

Demolition				
Shed	80	SF	6.22	\$498
Covered walkway canopy	150	SF	11.91	\$1,786
Concrete pavement	428	SF	2.38	\$1,018
Concrete ramp	102	SF	8.61	\$878
Sawcut concrete	9	LF	6.03	\$54
Concrete curb	77	LF	4.82	\$371
Concrete valley gutter	36	LF	2.56	\$92
Sawcut ac paving	165	LF	3.86	\$636
Grind asphalt surface	2,751	SF	4.45	\$12,246
Metal handrail	18	LF	9.79	\$176
Chain link fence	35	LF	6.20	\$217
Chain link gate	1	EA	246.82	\$247
Concrete wheel stop	7	EA	15.92	\$111
Truncated dome	47	SF	2.38	\$112
Sollard	4	EA	153.35	\$613
Miscellaneous demolition, Allowance	9,358	SF	0.55	\$5,147
Haul, assumed 10% of demolition costs	10%	PCT	26,622.20	\$2,662
Hazardous materials/abatement				
None anticipated		NIC		
TOTAL - 02 EXISTING CONDITIONS				\$26,864

31 EARTHWORK

Clearing and grubbing				
Remove tree, medium	3	EA	759.52	\$2,279
Remove planting	133	SF	2.70	\$360
Grading				
Rough, machine	3,212	SF	0.19	\$612
Fine, machine	3,212	SF	0.34	\$1,097
Fine, hand	1,786	SF	1.18	\$2,114
TOTAL - 31 EARTHWORK				\$6,462

32 EXTERIOR IMPROVEMENTS

Hardscape				
Asphaltic concrete paving, 4", on 4" base	476	SF	6.83	\$3,252
Asphaltic concrete paving, mill and overlay, 1-1/2"	4,224	SF	3.58	\$15,101
Slurry seal	4,700	SF	0.59	\$2,771
Join to existing	164	LF	16.50	\$2,706
Concrete paving, 6" with pattern scoring over prepared base	1,310	SF	11.45	\$15,000
Rebar	2,358	LB	2.04	\$4,805
Dowel	6	EA	99.57	\$597

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Sheet 16 of 18

Riverside Homeless Shelter
SITE
Riverside, CA

Riverside Homeless Shelter
SITE
Riverside, CA

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 28 July 2023

95% CONSTRUCTION DOCUMENT COST ESTIMATE

OCMI JOB #: 220420.000 | 28 July 2023

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Ramp, premium	66	SF	13.65	\$901
Landing, premium	26	SF	36.53	\$950
Curb	324	LF	17.75	\$5,751
Concrete V-gutter	220	LF	30.39	\$6,686
Paving specialties				
Striped parking stall	10	EA	20.67	\$207
ADA symbol, painted	1	EA	111.15	\$111
Painted letters, 8"	18	EA	6.42	\$116
Pole mounted sign	1	EA	344.39	\$344
Cross hatching	370	SF	1.33	\$492
Parking bumper	10	EA	90.21	\$902
Truncated dome, precast concrete	17	SF	34.00	\$578
Handrail, floor mounted	25	LF	178.36	\$4,459
Fences and gates				
Tube steel picket fencing, 8' 0"	33	LF	122.16	\$4,031
Mesh barrier	198	SF	2.75	\$545
Tube steel pass gate, 3' 6"	1	EA	923.84	\$924
Panic hardware	1	EA	619.31	\$619
Spread footings	5	CY	752.46	\$3,671
Trex pergola				
Spread footings	288	SF	60.50	\$17,424
	3	CY	752.46	\$2,257
Softscape				
Irrigation, plant area	1,426	SF	4.39	\$6,262
Irrigation, lawn area	675	SF	2.71	\$1,827
Planting area, including shrubs and mulch	1,426	SF	10.90	\$15,543
Turf	675	SF	1.64	\$1,110
Trees				
36" box, Allowance	6	EA	1,539.66	\$9,238
Miscellaneous				
Soil amending	2,101	SF	0.52	\$1,097
Top soil	106	CY	60.21	\$6,380
Maintenance of landscape 90 days	2,101	SF	0.35	\$732
TOTAL - 32 EXTERIOR IMPROVEMENTS				\$137,369

33 UTILITIES

Storm water service, no work anticipated		NIC		
Fire water service, no work anticipated		NIC		
Domestic water service				
Connect to existing water main at site	1	EA	3,143.21	\$3,143
Reduced pressure backflow preventer, 3"	1	EA	6,160.00	\$6,160
Prepared by: OCMI				Sheet 17 of 18

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Water meter, 3"	1	EA	3,784.00	\$3,784
Pipe and fittings, PVC C900, including trench and backfill				
2-1/2"	68	LF	98.47	\$3,976
3"	42	LF	64.28	\$2,700
Thrust blocks	5	EA	245.16	\$1,226
Sanitary waste service				
Connect to existing waste piping at site	1	EA	2,454.10	\$2,454
Pipe and fittings, PVC SDR-35, including trench and backfill				
4"	70	LF	68.53	\$4,797
Natural gas service, no work anticipated		NIC		
Irrigation water service				
Connect to existing water main at site	1	EA	2,949.65	\$2,950
Backflow prevention assembly	1	EA	2,343.00	\$2,343
Pipe and fittings, PVC C900, including trench and backfill				
1-1/2"	154	LF	32.52	\$5,008
Site electrical				
EV charging system				
EV charging station	1	EA	6,358.00	\$6,358
Conduit and wire, including trenching and backfill	50	LF	33.48	\$1,674
Patch and repair areas affected by utilities, Allowance	1	LS	9,915.15	\$9,915
TOTAL - 33 UTILITIES				\$56,488

TOTAL - 33 UTILITIES

\$56,488

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Sheet 18 of 18

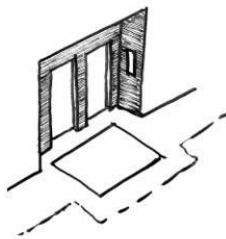
EXHIBIT "D"

"THE PLACE" SHELTER RENOVATION PROJECT

FLOOR PLAN



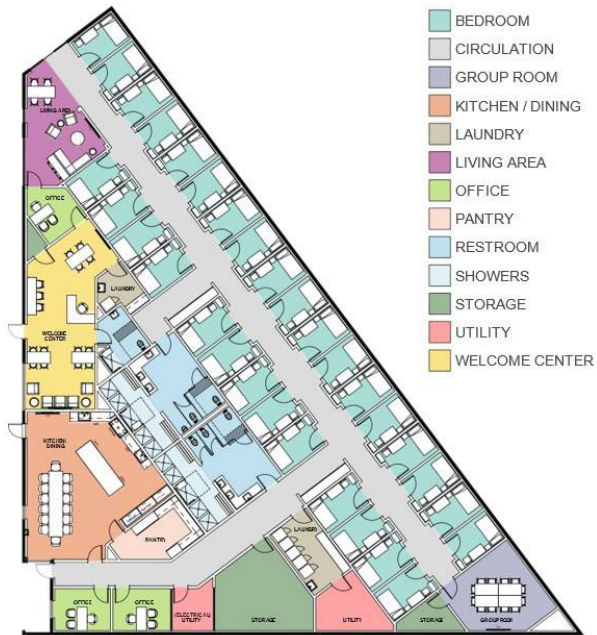
Beds Provided: **31 Beds**



Concept sketch showing "articulation" along the corridor that would allow for visual distinction (walls and floors) at the bedroom entries:

RESTROOM

In this configuration the Restrooms and Showers are separated as a traditional *men's* and *women's* layout with distinct entrances. Showers are accessed by walking past the Toilet and Sink area.



homeless housing renovation
riverside, CA

FLOOR PLAN
COLOR-CODED DEPARTMENT PLAN

design concept **WD**
03.14.2023

CONCEPT REFERENCE IMAGERY



THE MISSION INN HOTEL & SPA



MOUNT RUBIDOUX



BOX SPRINGS MOUNTAIN



PATTERN



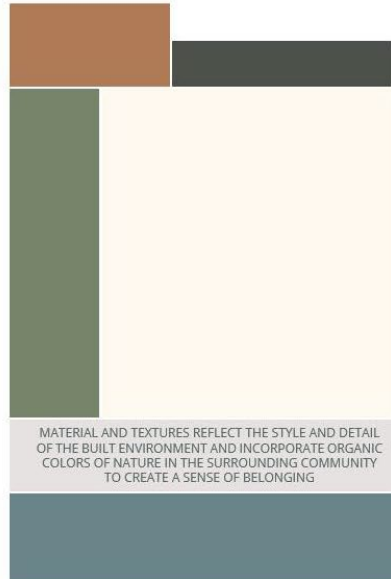
HIGH CEILINGS + BEAMS



CONTEMPORARY SPANISH BUNGALOW



WARM WOOD TONE



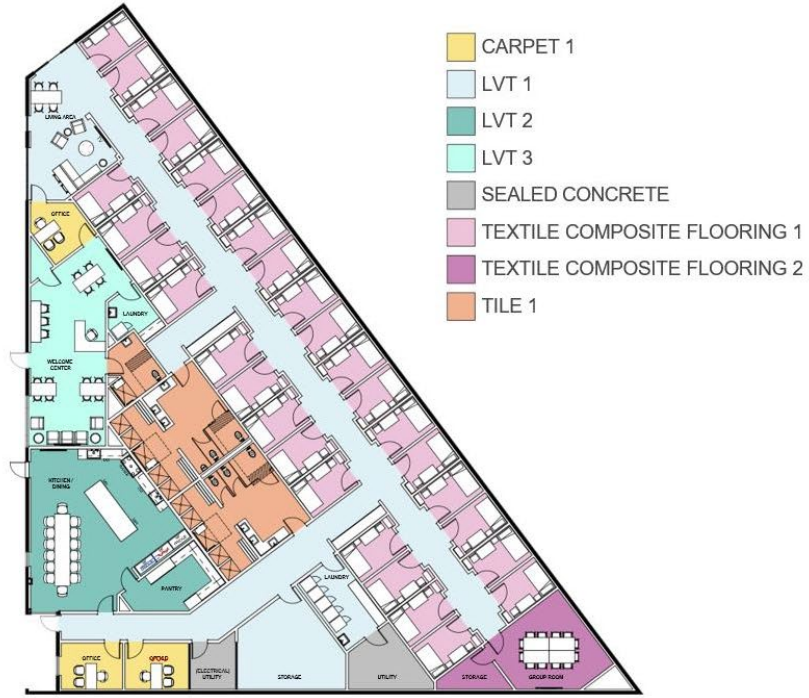
MATERIAL AND TEXTURES REFLECT THE STYLE AND DETAIL OF THE BUILT ENVIRONMENT AND INCORPORATE ORGANIC COLORS OF NATURE IN THE SURROUNDING COMMUNITY TO CREATE A SENSE OF BELONGING



homeless housing renovation
riverside, CA

CONCEPT FINISH PALETTE
WARM + REFINED

design concept
03.14.2023



homeless housing renovation
 riverside, CA

COLOR-CODED FINISH FLOOR PLAN

design concept **WD**
 03.14.2023



homeless housing renovation
 riverside, CA

FINISH FLOOR PLAN

design concept **WD**
 03.14.2023

WOOD BEAMS ON LID CEILING

WOOD FILM AT RAISED CEILING \$3.95/SF

PAINTED DRYWALL CEILING

WOOD A.C.T. IN COVE CEILING \$15/SF

WHITE BEAMS ON WOOD FILM CEILING \$3.95/SF

ACOUSTIC CEILING TILE \$4.00/SF

homeless housing renovation riverside, CA REFLECTED CEILING PLAN FINISHES design concept 03.14.2023 **WD**

SQUARE SOLATUBE DIFFUSER

RECESSED LINEAR LIGHTING

WALL WASH LIGHTING

VANITY SCONCE

SQUARE RECESSED DOWNLIGHTS

SURFACE MOUNTED LINEAR

homeless housing renovation riverside, CA RCP - LIGHT FIXTURES AT DWELLING AND LAUNDRY design concept 03.14.2023 **WD**

EXHIBIT “E”

ASSURANCE OF COMPLIANCE

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

RUHS-BH

ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

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

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

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

_____ Date

4095 County Circle Drive
Riverside, CA 92503

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

_____ GRANTEE's Authorized Signature

By: Mathew Chang
Director RUHS-BH

CR50-Vendor Assurance of Compliance

EXHIBIT "F"

GRANTEE PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
 Remit to Name _____
 Remit to Address _____
 City _____ State _____ Zip Code _____

 Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/Grant)
- Actual Payment \$ _____ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

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

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

 Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

 Purchase Order # (10) Invoice #

Amount Authorized

If amount authorized is different from amount request, please see attached claim recap for adjustments.

 Program Date

 Fiscal Date

EXHIBIT “G”

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)
❖ The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6.
*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖ Claims received after June 6 will still be paid. However, payment will be delayed until after June 30.
❖ Claims at year-end must still follow the same general guidelines.
*Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants must be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver’s License Number
❖ Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)

❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> ▪ Proof of payment of the credit card statement (cancelled check or check stub)

EXHIBIT “H”

Prohibition Against Conflicts of Interest

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

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

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

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT “I”
Sample
Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

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

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

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

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

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

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

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

DEVELOPER SIGNATURE

**EXHIBIT “J”
COVENANT AGREEMENT**

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

County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Heidi Marshall

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: [210-130-025]

T.R.A. [009-158]

COVENANT AGREEMENT

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2024 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and Riverside University Health System-Behavioral Health (“OWNER”).

RECITALS

WHEREAS, OWNER has a fee simple interest in that certain real property located at 2800 Hulen Place, Riverside, CA 92507 in the County of Riverside, also identified as Assessor’s Parcel Number 210-130-025, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”);

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2024 (the “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, renovating the existing

1 shelter. RUHS-BH will transform the county owned building from 25 beds to 31 beds, changing
2 from shared to single units, and reopen as a Transitional Housing facility to provide Permanent
3 Supportive Housing Services for chronic homeless individuals. Renovations will also include new
4 roofing, sewer and drainage, and facility furnishing. These efforts will support new initiatives such
5 Care Court, RIVCO Coordinated response team, and the high need homeless population needing
6 transitional housing in Riverside County (collectively, the “Project”);

7 WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-
8 Assisted Units”) for homeless individuals or individuals at risk of homelessness. Capitalized terms
9 not defined herein shall have the meaning ascribed to them in the ARPA Grant Agreement;

10 WHEREAS, the County is providing funding under the American Rescue Plan Act of
11 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the
12 purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and
13 chronically homeless households;

14 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER One
15 Million Dollars (\$1,000,000.00) derived from SLFRF funds (“ARPA Grant”), to pay for the
16 Project Expansion and Building Renovation expenses of the Project, as more fully described in the
17 ARPA Grant Agreement;

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

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

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

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

5 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
6 herein. This Covenant shall continue in full force and effect for the later of (i) fifteen (15) years
7 from the recordation of the Notice of Completion in the Official Records for the renovated building
8 for which construction is completed for the Project, or (ii) December 1, 2039 (“Term” or
9 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
10 conveyed, subject to the following covenants, conditions, and restrictions:

- 11 i) All the beds at the Project shall be restricted as ARPA-Assisted Units provided
12 to homeless individuals or individuals at risk of homelessness.
- 13 ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this
14 Covenant and any other instrument secured against the Property.

15 2) RESERVED.

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

- 20 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
21 “ARPA Funds”).
- 22 b) Other Federal requirements and nondiscrimination. As set forth in the
23 ARPA Rules and the ARPA Grant Agreement.

24 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
25 successors, assigns, and each successor in interest to the Property and Project or any part thereof
26 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
27 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
28

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

19 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender,
20 religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection,
21 hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting
22 opportunities. OWNER understands and agrees that violation of this clause shall be considered a
23 material breach of this Lease and may result in termination, debarment or other sanctions. This
24 language shall be incorporated into all contracts between OWNER and any contractor, consultant,
25 subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions
26 of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),
27
28

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

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

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

19 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her
20 heirs, executors, administrators, and assigns, and all persons claiming under or through them, that
21 there shall be no discrimination against or segregation of, any person or group of persons on
22 account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as
23 those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
24 subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease,
25 sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall
26 the grantee or any person claiming under or through him or her, establish or permit any practice or
27 practices of discrimination or segregation with reference to the selection, location, number, use or
28

1 occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.
2 The foregoing covenants shall run with the land.”

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

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

24 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
25 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
26 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
27 defending any discrimination claim brought by any third party and/or local, state or federal
28

1 government entity, arising out of or in connection with the Agreement or this Covenant.

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

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

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

21 b.1 Sexual Abuse or Molestation (SAM) Liability: If the work will include
22 contact with minors, and the Commercial General Liability policy is not endorsed to include
23 affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain
24 a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per
25 occurrence or claim.

26 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
27 performance of the obligations under this Covenant, then OWNER shall maintain liability
28

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

8 d) General Insurance Provisions – All Lines.

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

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

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

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

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

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

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

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

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

22
 23 COUNTY
 24 Director HWS
 25 County of Riverside
 26 3403 10th Street, Suite 300
 27 Riverside, CA 92501

23 GRANTEE
 24 Director RUHS_BH
 25 County of Riverside
 26 4095 County Circle Drive
 27 Riverside, CA 92503

28 11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such

1 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions
2 at law or suit in equity or other proper proceedings to enforce the curing of such breach of
3 agreement or covenant.

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

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

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

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

4 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.

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

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

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

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

25 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
26 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
27 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
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1 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
2 first approved in writing by the COUNTY (each, a “Permitted Lender”) and nothing herein or in
3 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender’s
4 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
5 subsequent transfer thereafter.

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

10 22) PROJECT MONITORING AND EVALUATION.

11 a) Reserved.

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

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

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

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

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

[Remainder of Page Intentionally Blank]

[SIGNATURES ON THE NEXT PAGE]

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

COUNTY:

GRANTEE:

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

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

By: _____
Heidi Marshall, Director HWS

By: _____
Mathew Chang, Director RUHS-BH

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By: _____
Paula S. Salcido
Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ADDRESS: 2800 HULEN PLACE, RIVERSIDE, CA 92507
ASSESSOR'S PARCEL NUMBER: 210-130-025

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 4 OF PARCEL MAP NO.22083 ON FILE IN BOOK 155 PAGES 36 AND 37 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA