

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1
(ID # 24036)

MEETING DATE:
Tuesday, June 11, 2024

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR): Approve and Accept the Third District Allocation of American Rescue Plan Act (ARPA) Funds to HACR for the Emergency Resilience/Shelters Category; Approve the Form of the Subrecipient's Agreement for Emergency Resilience/Shelter Expansion (HWSCoC-0000053); and Authorize the Executive Director of HACR, or Designee, to Execute the Agreement, Awarding HACR \$1,000,000 in ARPA Funds to Implement the Crisis Stabilization Housing Project, for a Period Beginning July 1, 2024 through June 30, 2025; District 3. [Total Cost \$1,000,000 - 100% Federal ARPA Funds]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the Third District Allocation of American Rescue Plan Act (ARPA) Funds to the Housing Authority of the County of Riverside (HACR) from the Emergency Resilience/Shelters category, to be obligated for the Crisis Stabilization Housing Project in all cities and unincorporated areas of District 3, for a total amount of \$1,000,000, for a period beginning July 1, 2024, through June 30, 2025;

Continued on Page 2

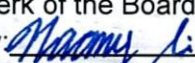
ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 5/17/2024

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Gutierrez, seconded by Commissioner Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: June 11, 2024
xc: Housing Authority

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Commissioners:

2. Approve the form of the Subrecipient's Agreement for the Use of Riverside County American Rescue Plan Act (ARPA) Funding for Emergency Resilience/Shelter Expansion (HWSCoC-0000053) (Agreement);
3. Authorize the Executive Director of HACR, or designee, to execute an Agreement, substantially conforming in form and substance without changes to funding or budget to the attached, with the Department of Housing and Workforce Solutions - Continuum of Care Agency (HWS-CoC) to receive ARPA funds in the total aggregate amount of \$1,000,000 for Fiscal Year 2024-2025, effective July 1, 2024 through June 30, 2025, subject to availability of fiscal funding and as approved as to form by General Counsel; and
4. Authorize the Executive Director of HACR, or designee, to take all necessary steps to administer the ARPA Funds for the Crisis Stabilization Housing Project in collaboration with HWS-CoC.

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

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. On April 9, 2024 (Minute Order 3.10), the Board of Supervisors authorized the Housing and Workforce Solutions - Continuum of Care (HWS-CoC) to enter into the ARPA subrecipient agreement (HWSCoC-0000053) with the Housing Authority of the County of Riverside (HACR) for the Emergency Resilience/Shelter Project: Crisis Stabilization Housing program for a total amount of \$1,000,000 for a period beginning July 1, 2024, through June 30, 2025.

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SUMMARY:

The Crisis Stabilization Housing program ensures safe spaces exist for individuals, families with children, and youth who are experiencing homelessness and need a safe place to be until availability at a mainstream shelter and/or a more permanent housing solution can be identified. The program will utilize a total of 17 hotel rooms across the district and residents obtaining assistance will be prioritized for lodging at a location within their city of residency. Temporary lodging will be provided for up to 90 days with wraparound services coordinated through Housing and Workforce Solutions. Resources for housing will be leveraged from within the HWS-CoC, each city, and other public and private resources.

The program will serve an estimated number of 68 – 136 individuals over a 12-month period, with the goal of successfully transitioning 80% of residents into a permanent housing solution.

Temporary Lodging Locations:

The goal is to reserve 4-5 hotel rooms in each city (Menifee, Murrieta, and Temecula) at any given time and have 2-3 additional rooms to support residents from unincorporated areas.

City or Unincorporated Area	Unsheltered Count	Motel/Hotel
Menifee	25	<ul style="list-style-type: none"> • *Motel 6, 27955 Encanto Dr. Menifee, CA 92586
Murrieta	33	<ul style="list-style-type: none"> • *Comfort Inn & Suites, 41005 California Oaks Rd., Murrieta, CA 92562
Temecula	35	<ul style="list-style-type: none"> • Quality Inn, 27388 Jefferson Ave., Temecula, CA 92590
East Hemet	15	<p>No hotels located within unincorporated area. Recommend using:</p> <ul style="list-style-type: none"> • Vagabond Inn, 2688 E Florida Ave, Hemet, CA 92544 (on border of Hemet & East Hemet) • Days Inn, 800 W Florida Ave., Hemet, CA 92544
Green Acres	1	<p>No hotels located within unincorporated area. Recommend using:</p> <ul style="list-style-type: none"> • Days Inn, 800W Florida Ave., Hemet, CA 92544
Homeland	7	<p>No hotels located within unincorporated area. Recommend using hotel in Menifee.</p> <ul style="list-style-type: none"> • Sun Leisure Inn, 27350 CA-74, Sun City, CA 92585
Valle Vista	3	<p>No hotels located within unincorporated area. Recommend using:</p>

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		<ul style="list-style-type: none"> • Days Inn, 800 West Florida Ave., Hemet, CA 92544
Winchester	2	No hotels located within unincorporated area. Recommend using: <ul style="list-style-type: none"> • Comfort Inn & Suites, 41005 California Oaks Rd., Murrieta, CA 92562.

Staff recommends approval of this Board item, which will authorize HACR to enter into the subrecipient agreement (HWSCoC-0000053) with HWS-CoC.

Impact on Residents and Businesses

The ARPA funding will allow the County to address lack of housing available to our homeless population and provide housing to people impacted by COVID-19 and other public health emergency requests.

Additional Fiscal Information

No impact upon the County's General Fund, the proposed project will be funded with the County's federal allocation of ARPA funds.

The table below reflects the budget for this program:

Activity	Cost
Lodging	\$682,550
Meals and Other Essential Goods	\$216,000
Case Management Services	\$101,450
Total	\$1,000,000

Contract History and Price Reasonableness

In accordance with Ordinance 459, this Agreement is exempt from the competitive bidding under Category II Exceptions: Shelter home and youth services contracts are listed as one of the activities that do not require the purchasing practice of bidding.

ATTACHMENT:

- a. Subrecipient Agreement HWSCoC-0000053

Prev.Agn.Ref.: (04/09/2024; 3.10)
 (07/11/2023; 3.18)
 (10/04/2022; 3.44)


 Brianna Lontajo, Principal Management Analyst

6/5/2024


 Aaron Gettis, Chief of Deputy County Counsel

4/5/2024

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**SUBRECIPIENT'S AGREEMENT
FOR THE USE OF RIVERSIDE COUNTY
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
FOR EMERGENCY RESILIENCE/SHELTER EXPANSION
(HWSCoC-0000053)**

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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".

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RECITALS

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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

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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

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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

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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 l. *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 SUBRECIPIENT'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 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 <u>will be rejected</u> .
❖ 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 (<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 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
ADMINISTRATIVE STAFF (ARPA Only)																																		0.00
ARPA Administrative Activities																																		0.00
NON PROJECT (Time not worked on ARPA)																																		
Non-Project																																		
FRINGE HOURS																																		
Vacation																																		
Sick																																		
Holiday																																		
Other Paid Time Off																																		
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		

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

Employee Signature Date

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

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.

Date
5555 Arlington Avenue
Riverside, CA 92504

form - do not sign

Authorized Signature

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

CR50-Vendor Assurance of Compliance