

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



ITEM: 3.41
(ID # 24910)

MEETING DATE:
Tuesday, July 30, 2024


FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Subrecipient Agreement for the use of American Rescue Plan Act (ARPA) Funds in the Amount of \$291,140 for the Riverside Community Housing Corp. to use for a Pipe Relining Project at the Rubidoux Village Apartments in Jurupa Valley; and Authorize the Director of HWS to Execute the Subrecipient Agreement; District 2. [\$291,140 – 100% Federal ARPA Funds] (Companion Item MT# 24854)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a grant in the amount of \$291,140 obligating Second District's ARPA Allocation to pay for construction costs of the Pipe Relining Project at the Rubidoux Village Apartments located in District 2;
2. Approve the attached form of the Subrecipient Agreement for the Use of American Rescue Plan Act (ARPA) Funds (Subrecipient Agreement);
3. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute the Subrecipient Agreement, substantially conforming in form and substance to the attached Subrecipient Agreement, to provide a grant in the total amount of \$291,140, subject to approval as to form by County Counsel; and
4. Authorize the Director of Housing and Workforce Solutions (HWS) or designee, to administer all actions necessary related to the administration of the attached ARPA Grant (Subrecipient Agreement), and based on the availability of fiscal funding without changes to funding or budget and as approved as to form by County Counsel.

ACTION:Policy

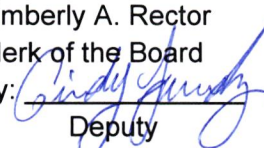

Heidi Marshall, Director 7/15/2024

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: July 30, 2024
xc: HWS, RCHC

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

(Companion Item: 14.1)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$291,140	\$0	\$291,140	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% American Rescue Plan Act (ARPA) Funds			Budget Adjustment: No	
			For Fiscal Year: 2024/2025	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside Community Housing Corp (RCHC) owns, operates, and maintains a former public housing site that consists entirely of affordable rental units. The apartment building known as the Rubidoux Village Apartments (Property) is located at 5581 34th Street, Jurupa Valley, CA, 91723. Originally built in 1968 with a copper piping water system that is now in disrepair with multiple pinhole leaks and assembled using lead solder, the water system is no longer considered safe to service the full capacity of the building. It now requires all pipes to be replaced or relined.

RCHC has applied to the County of Riverside (County) for ARPA funding in the amount of \$291,140 to pay for the construction costs for repairing the water pipes at this Property. The attached Subrecipient Agreement obligates \$291,140 of the ARPA funds.

County Counsel has reviewed and approved as to form the attached form of Subrecipient Agreement for the Use of ARPA Funds. Staff recommends that the Board approve the form of Subrecipient Agreement.

Impact on Citizens and Businesses

The project is necessary to upgrade and repair the old pipes throughout the entire property. This project is also expected to create temporary jobs in construction.

SUPPLEMENTAL:

Additional Fiscal Information

On October 19, 2021 (Minute Order 3.5), the Board of Supervisors allocated \$50,000,000 of ARPA funds for the purpose of addressing homelessness through development of affordable housing and providing shelter. The allocation was divided evenly between each Supervisorial District (\$10,000,000 per district).

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors allocated an additional \$165,000,000 in ARPA funding (2nd ARPA allocation) as part of the American Rescue Plan Act of 2021 (Pub. L 117-2). Of this 2nd ARPA allocation, (referred to as Round 2 Funding) \$33,000,000 was equally distributed to each district.

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

One of the eligible uses of ARPA funds includes the increase in the supply of affordable housing which is critical to addressing the lack of affordable housing for low-income residents. Funding for this grant will be funded out of 2nd ARPA allocation.

Attachment:

- Form of Subrecipient Agreement for the Use of ARPA Funds


Brianna Lontajo, Principal Management Analyst 7/23/2024


Aaron Gettis, Chief of Deputy County Counsel 7/16/2024

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

THIS AGREEMENT for the use of American Rescue Plan Act (ARPA) funds (“Agreement”) is entered into on this ____day of **July 2024**, by and between, the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the **RIVERSIDE COMMUNITY HOUSING CORP.**, a California non-profit public benefit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as “Parties” and individually as a “Party.” This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLRF”) 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 (referred to as, “2nd Round”) allocation of APRA funds to focus on projects and/or
3 programs that serve as a pathway to create affordable housing with necessary supporting
4 infrastructure to assist low-income communities disproportionately affected by the COVID-19
5 pandemic; and

6 **WHEREAS**, SUBRECIPIENT is proposing to utilize SLFRF funds to pay a portion of the
7 costs for the water pipe relining Project at the Property. The proposed work will provide
8 complete copper pipe relining for all water pipes located within the Rubidoux Apartment
9 complex (collectively, the “Project”), located at 5581 34th Street, in Rubidoux, California 91723,
10 (“Property”). The property is owned by RCHC, it is comprised of twenty-nine (29) units of
11 affordable housing restricted to households at or below 50% of the area median income. The
12 Project as more specifically described is attached hereto and incorporated herein as **Exhibit “A”**;
13 and

14 **WHEREAS**, the purpose of this Agreement is for COUNTY to provide financial
15 assistance to SUBRECIPIENT in the maximum amount of Two Hundred and Ninety-One
16 Thousand One Hundred and Forty Dollars (\$291,140.00) consisting of SLFRF funds, to fund a
17 portion of the Project costs at the Property, as more fully described herein; and

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

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

27 **WHEREAS**, COUNTY is authorized to contract with non-profit organizations for the use
28 of ARPA funds to provide various services for homeless individuals and families;

1 **WHEREAS**, SUBRECIPIENT, as a nonprofit corporation, is eligible under the Act to
2 receive ARPA funds to provide those services as described herein;

3 **WHEREAS**, SUBRECIPIENT is eligible under the Acts to receive ARPA funds to
4 perform those activities described herein; and

5 **WHEREAS**, the SUBRECIPIENT has submitted its proposal to the COUNTY for
6 funding the activities described herein.

7 **NOW, THEREFORE, the COUNTY and SUBRECIPIENT** mutually agree as follows:

8 1. SCOPE OF WORK. SUBRECIPIENT shall provide for the complete copper pipe
9 relining at the Property, by utilizing the sum of **Two Hundred and Ninety-One Thousand**
10 **One Hundred and Forty Dollars (\$291,140.00)** in ARPA Program funds (“ARPA Grant”), as
11 set forth and in the manner provided in the Scope of Work attached hereto as Exhibit "A" and
12 incorporated herein by this reference. SUBRECIPIENT shall undertake and complete the
13 ARPA activities required herein and at the time frame as set forth in the Implementation
14 Schedule and Budget Attachment, attached hereto as Exhibit “B” and incorporated herein by
15 this reference. SUBRECIPIENT shall utilize the ARPA funds as required herein and pursuant
16 to the Act and ARPA rules and regulations. Any and all work or services provided hereunder
17 shall be in full conformity with the Act and any amendments thereto and the federal regulation
18 and guidelines now or hereinafter enacted pursuant to the Act.

19 2. TERM. The term of this Agreement shall be for a period commencing on June
20 1st, 2024, and terminating on June 30, 2025, unless sooner terminated as provided in Paragraph
21 5 herein.

22 3. DISTRIBUTION OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT
23 the ARPA Grant as specified in Paragraph 1 above on a reimbursable basis for all approved
24 costs. The SUBRECIPIENT shall not submit more often than monthly to the ARPA
25 Administrator of COUNTY a certified statement setting forth in detail the expenditures made
26 for which it is asking reimbursement along with pertinent supporting documentation. The
27 COUNTY shall promptly review the monthly expenditure statement and reimburse the
28 SUBRECIPIENT for the approved costs in accordance with its usual accounting procedures.
The COUNTY may require from SUBRECIPIENT such supporting documentation as may be

1 necessary and appropriate for the COUNTY to make its determination as to allowable costs.
2 Each disbursement of ARPA Grant funds shall be made within thirty (30) days after
3 SUBRECIPIENT has submitted its statement of expenditure. In accordance with California
4 Government Code Section 926.10, the COUNTY is not permitted to pay excess interest of late
5 charges.

6 4. RECORDS AND INSPECTIONS. The SUBRECIPIENT shall maintain financial,
7 programmatic, statistical, client data, and other supporting records of its operations and financial
8 activities in accordance with 24 Code of Federal Regulations (CFR) 576.500, the *Uniform*
9 *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2
10 (CFR) Part 200), and 24 CFR Part 576.

11 Pursuant to 2 CFR Section 200.333, such records shall be open to inspection and audit by
12 the authorized representatives of the COUNTY, the U.S. Department of Housing and Urban
13 Development, and the Controller General, during regular working hours.

14 Said records shall be retained for such time as may be required by the regulations 24 CFR
15 Section 576.500 (y), but in no case shall said records be retained for a period of less than five
16 (5) years from the date that the activity or program funded with the ARPA Grant is closed out
17 by the COUNTY and reported as complete in the Comprehensive Annual Performance and
18 Evaluation Report (CAPER). Exceptions to the five (5) year retention period requirements,
19 pursuant to 2 CFR 200.333 and 24 CFR Section 576.500 (y)(2) and (3) include the following:

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

22 ii. when the SUBRECIPIENT is notified in writing by the COUNTY, HUD,
23 or other Federal agency to extend the retention period;

24 iii. records for equipment or real property acquired with ARPA funds must be
25 retained for five (5) years after final disposition;

26 iv. when the records are transferred by the SUBRECIPIENT to the COUNTY,
27 HUD, or other Federal agency, the five (5) year period is not applicable;

28 v. where ARPA funds are used for the renovation of an emergency shelter
where the ARPA funding exceeds seventy-five percent (75%) of the value of the building before

1 renovations, records must be retained for a period of ten (10) years from the date where ARPA
2 funds are first obligated for renovation;

3 vi. where ARPA funds are used to convert a building into an emergency
4 shelter where the ARPA funding exceeds seventy-five percent (75%) of the value of the
5 building before conversion, records must be retained for a period of ten (10) years from the date
6 where ARPA funds are first obligated for the conversion.

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

15 SUBRECIPIENT shall maintain a separate account for ARPA funds.

16 5. TERMINATION.

17 a. SUBRECIPIENT may not terminate this Agreement except upon express
18 written consent of COUNTY, pursuant to 2 CFR Section 200.339 (a)(3). Said notice shall
19 include the effective date thereof.

20 b. Notwithstanding the provisions of Paragraph 5a above, COUNTY may
21 suspend or terminate this Agreement forthwith for cause upon a ten (10) day written notice to
22 SUBRECIPIENT of the action being taken. Cause shall be established as follows:

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

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

28 (iii) In the event the funding from the United States Department of
Housing and Urban Development (HUD), referred to in the recitals herein, is reduced,

1 terminated or otherwise becomes unavailable. COUNTY shall provide written notice to
2 SUBRECIPIENT within five (5) days from the date HUD reduces, suspends, or terminates the
3 ARPA funding. This Agreement shall be either terminated or amended to reflect said reduction
4 in funds.

5 c. This Agreement may be terminated and/or funding suspended, in whole or
6 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
7 and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on
8 the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of
9 this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs
10 related thereto, or connected with, any area of conflict from which the COUNTY has
11 determined that suspension of funds is necessary. SUBRECIPIENT acknowledges that failure
12 to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may
13 be considered by the COUNTY in evaluating future ARPA and non-ARPA funding applications
14 submitted by SUBRECIPIENT.

15 d. Upon termination of this Agreement, SUBRECIPIENT agrees to return
16 any unencumbered funds which it has been provided by COUNTY. In accepting said funds,
17 COUNTY does not waive any claim or cause of action it may have against SUBRECIPIENT
18 for breach of this Agreement.

19 e. Upon termination of this Agreement, SUBRECIPIENT shall not incur any
20 obligations after the effective date of such termination, unless expressly authorized in writing
21 by COUNTY in the notice of termination.

22 6. RESERVED.

23 7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall
24 determine the final disposition and distribution of all funds received by COUNTY under the
25 Acts. COUNTY, through its Department of Housing and Workforce Solutions, shall make
26 payments of ARPA funds to SUBRECIPIENT as designated in the Implementation Schedule
27 and Budget Attachment, attached hereto as Exhibit "B" for the Project as more fully described
28 in the Scope of Work, attached hereto as Exhibit "A".

All disbursements of ARPA funds will be made as follows:

1 a. Payments shall be made to a SUBRECIPIENT upon written request after
2 this Agreement has been fully executed on a reimbursement basis and made within thirty (30)
3 days after the SUBRECIPIENT has submitted written notice identifying payments made and
4 requesting reimbursement. Payments shall be based on actual approved and documented
5 expenses by SUBRECIPIENT.

6 b. In no event shall COUNTY be held liable for expenses incurred by
7 SUBRECIPIENT in excess of the ARPA Grant allocation as set forth in Paragraph 1, SCOPE
8 OF WORK, above.

9 c. Payments may be withheld if, on a determination by COUNTY in its sole
10 discretion, SUBRECIPIENT has not complied with the covenants herein contained at such
11 times and in such manner as provided in this Agreement.

12 d. No later than thirty (30) days prior to the termination of this Agreement,
13 SUBRECIPIENT shall provide COUNTY with its estimate of the amount of funds which will
14 remain unexpended upon such termination. Notwithstanding any provision contained in this
15 Paragraph 7, COUNTY shall, after a thirty (30) day written notice is given SUBRECIPIENT,
16 have the right to (1) reduce the payment of funds hereunder, (2) renegotiate the actual levels of
17 expenditures in the event SUBRECIPIENT'S rate of expenditures will result in unexpended
18 funds at the expiration of this Agreement, and (3) reprogram funds associated with a project on
19 which there has been no substantial progress or activity.

20 8. PERFORMANCE EVALUATION. SUBRECIPIENT shall permit COUNTY,
21 State or Federal officials to monitor, assess, or evaluate SUBRECIPIENT'S performance under
22 this Agreement on an as needed basis to be determined by the COUNTY based on monitoring
23 and performance evaluations. Said monitoring, assessment, or evaluation to include, but are
24 not limited to, audits, inspections within the program area, and interviews with
25 SUBRECIPIENT'S employees, agents, independent contractors, and subcontractors providing
26 the services under this Agreement and recipients thereof.

27 9. COMPLETION SCHEDULE. SUBRECIPIENT shall proceed consistent with the
28 implementation schedule ("Implementation Schedule and Budget Attachment") as set forth in
Exhibit "B", as such schedule may be amended by both Parties in writing.

1 10. RESERVED.

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

15 12. ASSIGNABILITY. SUBRECIPIENT shall not assign any of its rights, duties, or
16 obligations pursuant to this Agreement to any person or entity without the prior written consent
17 of COUNTY in its sole and absolute discretion, including but not limited to the ability to
18 subcontract all or a portion of its rights, duties, and obligations hereunder.

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

23 a. Workers' Compensation:

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

1 b. Commercial General Liability:

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

9 c. Vehicle Liability:

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

16 d. General Insurance Provisions - All lines:

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

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

(iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to

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

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

23 (v). If, during the term of this Agreement or any extension thereof, there is a
24 material change in the Scope of Services; or, there is a material change in the equipment to be
25 used in the performance of the Scope of Services or, the term of this Agreement, including any
26 extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of
27 insurance required under this Agreement and the monetary limits of liability for the insurance
28 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

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

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

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

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

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

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

The specified insurance limits required in this Agreement shall in no way limit or

1 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees
2 herein from third party claims. The hold harmless and indemnification obligation set forth herein
3 shall survive the termination and expiration of this Agreement.

4 15. FEDERAL REQUIREMENTS. SUBRECIPIENT shall comply with the
5 provisions of the Acts and any applicable amendments thereto and the federal regulations and
6 guidelines now or hereafter enacted pursuant to the Acts. More particularly, SUBRECIPIENT
7 shall comply with those regulations found in 24 CFR 576 and shall comply with the Uniform
8 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
9 CFR Part 200), and 24 CFR 570.502. SUBRECIPIENT shall abide by the provisions of the
10 COUNTY's ARPA program policies.

11 16. ENVIRONMENTAL REVIEW. SUBRECIPIENT does not assume the
12 COUNTY'S Federal environmental responsibilities described at 24 CFR 570.604. Pursuant to
13 Section 15051 (d) of the Title 14 of the California Administrative Code, COUNTY is designated
14 as the lead agency for the project that is the subject matter of this Agreement.

15 17. FIVE-YEAR CONSOLIDATED PLAN. SUBRECIPIENT shall cooperate and
16 assist COUNTY in implementing and undertaking the goals and strategies identified in the
17 2014-2019 Five Year Consolidated Plan, pursuant to 24 CFR Part 91, in undertaking ARPA
18 Grant activities to prevent homelessness and enable homeless individuals and families to move
19 toward independent living and shall act in conformity therewith.

20 18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION,
21 AND EQUAL OPPORTUNITY. SUBRECIPIENT shall comply with all applicable federal,
22 state, and local laws, regulations, and ordinances pertinent to its operations and services to be
23 performed hereunder, and shall keep in effect any and all licenses, permits, notices and
24 certificates as are required thereby. SUBRECIPIENT shall further comply with all laws
25 applicable to wages and hours of employment, occupational safety and to fire safety, health and
26 sanitation. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall
27 adhere to and comply with the following as they may be applicable to a subrecipient of funds
28 granted pursuant to the Housing and Community Development Act of 1974, as amended:

1 a. The Homeless Emergency Assistance and Rapid Transition to Housing Act of
2 2009 (HEARTH Act), Public Law 111-22, Title IV of the McKinney-Vento Homeless
3 Assistance Act (42 U.S.C. 11371 et seq.), and the Housing and Community Development Act
4 of 1974, as amended, and the regulations issued thereto;

5 b. Uniform Administration Requirements pursuant to 24 CFR 570.502;

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

20 d. Executive Order 11063, as amended by Executive Order 12259, and implementing
21 regulations at 24 CFR Part 107;

22 e. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and
23 implementing regulations;

24 f. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and
25 implementing regulations;

26 g. The relocation requirements of Title II and the acquisition requirements of Title
27 III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,
28 and the implementing regulations at 24 CFR Part 42;

1 h. The labor standard requirements as set forth in 24 CFR 570, Subpart K and HUD
2 regulations issued to implement such requirements;

3 i. Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), as
4 amended to the Equal Opportunity Act of March 24, 1972 (Pub. L. 92-261);

5 j. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3619) and
6 implementing regulations issued pursuant thereto (24 CFR Part 1);

7 k. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
8 1701u);

9 l. Executive Orders 11625, 12432 and 12138. Consistent with HUD's
10 responsibilities under these Orders, the SUBRECIPIENT must make efforts to encourage the
11 use of minority and women's business enterprises in connection with ARPA activities;

12 m. SUBRECIPIENT shall establish and maintain a procedure through which
13 homeless individuals will be informed that use of the facilities and services is available to all
14 on a nondiscriminatory basis.

15 n. SUBRECIPIENT agrees to abide by and include in any subcontracts to perform
16 work under this Agreement, the following clause:

17 "During the performance of this Agreement SUBRECIPIENT and its
18 subcontractors shall not unlawfully discriminate against any employee or applicant
19 for employment because of race, religion, color, national origin, ancestry, physical
20 handicap, medical condition, marital status, age (over 40) or sex.
21 SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment
22 of their employees and applicants for employment are free of such discrimination.
23 SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair
24 Employment and Housing Act (Government Code, Section 12900 et seq.). The
25 applicable regulations of the Fair Employment and Housing Commission
26 implementing Government Code, Section 12990, set forth in Chapter 5 of Division
27 4 of Title 2 of the California Administrative Code are incorporated into this
28 Agreement by reference and made a part hereof as if set forth in full.
SUBRECIPIENT and its subcontractors shall give written notice of their

1 obligations under this clause to labor organizations with which they have a
2 collective bargaining or other agreement."

3 o. During the term of this Agreement, SUBRECIPIENT and its subcontractors, if
4 any, shall not deny the benefits rendered hereunder to any person on the basis of religion, color,
5 ethnic group identification, sex, age, or physical or mental disability.

6 p. *Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section*
7 *3145)*: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by
8 recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-
9 Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations
10 (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed
11 in Whole or in Part by Loans or Grants from the United States") ("Anti-Kickback Act"). The
12 Anti-Kickback Act provides that each contractor or subrecipient shall be prohibited from
13 inducing, by any means, any person employed in the construction, completion, or repair of
14 public work, to give up any part of the compensation to which he is otherwise entitled. The
15 recipient shall report all suspected or reported violations to HUD.

16 q. *Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141)*: When required by
17 Federal program legislation, all construction contracts awarded by the recipients and
18 subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-
19 Bacon Act (40 U.S.C.A. Section 3148) and as supplemented by Department of Labor
20 Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering
21 Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall
22 be required to pay wages to laborers and mechanics at a rate not less than the minimum wages
23 specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors
24 shall be required to pay wages not less than once a week. The recipient shall place a copy of the
25 current prevailing wage determination issued by the U.S. Department of Labor in each
26 solicitation and the award of a contract shall be conditioned upon the acceptance of the wage
27 determination. The recipient shall report all suspected or reported violations to HUD.

28 r. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708)*: Where
applicable, all contracts awarded by SUBRECIPIENT in excess of \$2,000 for construction

1 contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics
2 or laborers shall include a provision for compliance with the Contract Work Hours and Safety
3 Standards (40 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29
4 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the
5 wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work
6 in excess of the standard workweek is permissible provided that the worker is compensated at
7 a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours
8 in the workweek. 40 U.S.C.A. 3704 is applicable to construction work and provides that no
9 laborer or mechanic shall be required to work in surroundings or under working conditions
10 which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases
11 of supplies or materials or articles ordinarily available on the open market, or contracts for
12 transportation or transmission of intelligence.

13 s. *Rights to Inventions Made Under a Contract or Agreement:* Contracts or
14 agreements for the performance of experimental, developmental, or research work shall provide
15 for the rights of the Federal Government and the recipient in any resulting invention in
16 accordance with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and
17 Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and
18 any implementing regulations issued by HUD.

19 t. *Rights to Data and Copyrights:* Contractors and consultants agree to comply with
20 all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
21 27.4, Federal Acquisition Regulations (FAR).

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

v. *Anti-Lobbying Certification* (31 *U.S.C. 1352*): The language of the certification

1 set forth below shall be required in all contracts or subcontracts entered into in connection with
2 this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This
3 certification is a material representation of fact upon which reliance was placed when this
4 transaction was made or entered into. Submission of this certification is a prerequisite for
5 making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any
6 person who files to file the required certification shall be subject to a civil penalty of not less
7 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 of it, to
10 any person for influencing or attempting to influence an officer or employee of any agency, a
11 Member of Congress, an officer or employee of Congress, or an employee of a Member of
12 Congress in connection with the awarding of any Federal contract, the making of any Federal
13 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the
14 extension, continuation, renewal, amendment, or modification of any Federal contract, grant,
15 loan, or cooperative agreement;

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

22 SUBRECIPIENT shall require that the language of this certification be included in the
23 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts
24 under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and
25 disclose accordingly. This certification is a material representation of fact upon which reliance
26 was placed when this transaction was made or entered into.

27 w. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No
28 contract shall be made to parties listed on the General Services Administration's List of Parties
Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s

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

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

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

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

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

1 bb. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that
2 is a state agency or agency of a political subdivision of a state and its contractors must comply
3 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C. Section 6901, et seq.),
4 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
5 include procuring only items designated in guidelines of the Environmental Protection Agency
6 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
7 consistent with maintaining a satisfactory level of competition, where the purchase price of the
8 item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
9 \$10,000; procuring solid waste management services in a manner that maximizes energy and
10 resource recovery; and establishing an affirmative procurement program for procurement of
11 recovered materials identified in the EPA guidelines.

12 19. SUBRECIPIENT MONITORING. SUBRECIPIENT shall comply with all
13 COUNTY ARPA program subrecipient monitoring requirements as required by 24 CFR Part
14 576, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
15 Federal Awards (2 CFR Part 200), and 24 CFR Part 84 and Part 85, as amended.

16 20. AFFIRMATIVE ACTION COMPLIANCE. Each subrecipient or subcontractor
17 with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order
18 11246, as amended. SUBRECIPIENT shall insure that subcontractors, if any, falling within the
19 scope of this provision shall comply in full with the requirements thereof. The equal opportunity
20 clause contained in section 202 of Executive Order 11246, as amended, is hereby incorporated
21 into this Agreement by reference.

22 21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

23 a. SUBRECIPIENT and its assigns, employees, agents, consultants, officers
24 and elected and appointed officials shall become familiar with and shall comply with the ARPA
25 Conflict of Interest regulations (24 CFR Section 576.404), the Uniform Administrative
26 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
27 and the HUD regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

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

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

7 d. No covered persons who exercise or have exercised any functions or
8 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate
9 in a decision-making process or gain inside information with regard to such activities, may
10 obtain a financial interest in any contract, or have a financial interest in any contract,
11 subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the
12 proceeds from the CDBG-assisted activity, either for themselves or those with whom they have
13 business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
14 For purposes of this Paragraph 21d, a “covered person” includes any person who is an
15 employee, agent, consultant, officer, or elected or appointed official of the Grantee, the
16 SUBRECIPIENT, or any designated public agency.

17 e. SUBRECIPIENT understands and agrees that no waiver or exception can
18 be granted to the prohibition against conflict of interest except upon written approval of HUD
19 pursuant to 24 CFR 576.404 and 570.611(d). Any request by SUBRECIPIENT for an exception
20 shall first be reviewed by COUNTY to determine whether such request is appropriate for
21 submission to HUD. In determining whether such request is appropriate for submission to
22 HUD, COUNTY will consider the factors listed in 24 CFR 576.404 and 570.611(e).

23 f. Prior to receiving any funding under this Agreement, SUBRECIPIENT
24 shall provide COUNTY with a list of all employees, agents, consultants, officers and elected
25 and appointed officials who are in a position to participate in a decision-making process,
26 exercise any functions or responsibilities, or gain inside information with respect to the ARPA
27 activities funded under this Agreement. SUBRECIPIENT shall also promptly provide written
28 disclosure to COUNTY of any potential conflict, including even the appearance of conflict, that
may arise with respect to the ARPA activities funded under this Agreement.

1 g. Any violation of this Paragraph 21 shall be deemed a material breach of
2 this Agreement, and the Agreement shall be immediately terminated by the COUNTY.

3 22. RELIGIOUS ACTIVITIES. Under federal regulations, ARPA assistance may not
4 be used for religious activities or provided to primarily religious entities for any activities,
5 including secular activities. SUBRECIPIENT shall adhere to the restrictions set forth in 24
6 CFR 576.23, 24 CFR 5.109, and 24 CFR 570.200(j), which is attached hereto as Exhibit “R”
7 and by this reference is incorporated herein.

8 23. RESERVED.

9 24. ELIGIBILITY OF CONTRACTORS AND SUBCONTRACTORS. No ARPA
10 Grant funds allocated to SUBRECIPIENT through this Agreement may be used, directly or
11 indirectly, to employ, award contracts to, or otherwise engage the services of, or fund any
12 contractor or subcontractor during any period of debarment, suspension, or placement in
13 ineligibility status under the provision of 24 CFR 24.

14 25. LEAD-BASED PAINT SUBRECIPIENT and all subcontractors, if any, shall
15 comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act
16 (42 U.S.C. 4821-4846) and implementing regulations issued pursuant thereto (24 CFR 35).

17 26. FLOOD INSURANCE. No site proposed on which renovation, major
18 rehabilitation, or conversion of a building is to be assisted under this part, other than by grant
19 amounts allocated to the State, may be located in an area that has been identified by the Federal
20 Emergency Management Agency as having special flood hazards, unless the community in
21 which the area is situated is participating in the National Flood Insurance Program and the
22 regulations issued thereunder (44 CFR Parts 59 through 79) or less than a year has passed since
23 the Federal Emergency Management Agency notification regarding such hazards, and the
24 SUBRECIPIENT will ensure that flood insurance on the structure is obtained in compliance
25 with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

26 27. NOTICES. Any notices required or desired to be served by either party upon the
27 other shall be addressed to respective Parties as set out below or to such other addresses as from
28 time-to-time shall be designated by the respective Parties and are deemed received two days
after their deposit in the United States mail, postage prepaid:

COUNTY

4080 Lemon Street, Riverside, CA 92501
Attention: Executive Office

RCHC

5555 Arlington Avenue, Riverside, CA 92507
Attention: Deputy Director

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

29. HOUSING CHOICE VOUCHER PROGRAM. SUBRECIPIENT shall participate with the COUNTY in the Housing Choice Voucher Program for Homeless families and adhere to all its regulations issued thereunder (24 CFR Part 982).

30. ASSURANCES AND WARRANTIES. SUBRECIPIENT represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable SUBRECIPIENT to fully comply with the terms of the 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 SUBRECIPIENT and (5) that neither SUBRECIPIENT 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.

31. ASSISTANCE TERMINATION. SUBRECIPIENT may, in accordance with 42 U.S.C. 11375 (e) and 24 CFR 576.402, terminate assistance provided through the ARPA program to an individual or family that violate program requirements. SUBRECIPIENT shall have in place COUNTY approved policies and procedures that govern the termination and grievance process. The procedures must describe the SUBRECIPIENT's program requirements and the termination process, as well as the grievance procedure that outlines participant's rights to request a hearing or other recourse regarding the termination of their assistance.

32. HOMELESS PREVENTION ACTIVITIES. SUBRECIPIENT shall comply with the requirements of 24 CFR 576.103 pertaining to the limitations on the funding of homeless

1 prevention assistance.

2 33. PARTICIPATION OF HOMELESS. SUBRECIPIENT shall, to the maximum
3 extent practicable, provide for the involvement of homeless individuals and families in the
4 policymaking, renovation, maintaining, and operating of facilities assisted under the ARPA
5 program as provided by 24 CFR 576.405.

6 34. 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 only in the Superior Court of the
9 State of California, located in Riverside, California, and the Parties hereto waive any provisions
10 of law providing for a change of venue to another location.

11 35. SEVERABILITY. In the event any provision in this Agreement is held by a court
12 of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
13 nevertheless continue in full force without being impaired or invalidated in anyway.

14 36. WAIVER. Any waiver by COUNTY of any breach of any one or more of the
15 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
16 of the same or of any other term of this Agreement. Failure on the part of COUNTY to require
17 exact, full and complete compliance with any terms of this Agreement shall not be construed as
18 in any manner changing the terms or preventing COUNTY from enforcement of the terms of
19 the Agreement.

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

26 38. ADMINISTRATION/CONTRACT LIASON; MINISTERIAL ACTS. The
27 Assistant County Executive Officer or designee(s) are authorized to administer this Agreement
28 and take such ministerial actions as may be necessary or appropriate to implement the terms,
provisions, and conditions of this Agreement as it may be amended from time to time by

1 COUNTY.

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

9 40. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
10 attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that
11 they have the authority to execute this Agreement and warrant and represent that they have the
12 authority to bind the respective Parties to this Agreement and to the performance of its
13 obligations hereunder.

14 41. EFFECTIVE DATE. The effective date of this Agreement is the date the Parties
15 sign the Agreement. If the Parties sign the Agreement on more than one date, then the last date
16 the Agreement is signed by a Party shall be the effective date.

17 42. COUNTERPARTS. This Agreement may be signed by the different Parties
18 hereto in counterparts, each of which shall be an original but all of which together shall
19 constitute one and the same Agreement.

20 43. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses
21 for the ARPA Grant-funded project/activity covered under the terms of this Agreement prior to
22 receiving written authorization to proceed from COUNTY.

23 44. REPROGRAMMING OF FUNDS. If COUNTY determines that substantial
24 progress toward completion of a project is not made during the term of this Agreement, the
25 entitlement funds associated with the project may be reprogrammed by COUNTY after a thirty
26 (30) day written notice is provided to SUBRECIPIENT.

27 45. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT.
28 SUBRECIPIENT agrees to, and will require any lessee or assignee to notify Riverside County
Workforce Development Center of any and all job openings that are caused by this project.

46. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the

1 source of funding pursuant to this Agreement is American Rescue Plan Act(ARPA) funds
2 (CFDA 14.231), and the Grant Award Number is: B-18-UC-06-0506.

3 47. ASSIGNMENT. The SUBRECIPIENT shall not delegate or make any assignment
4 or transfer in any form with respect to this Agreement, without prior written approval of the
5 COUNTY

6 48. MODIFICATION OF AGREEMENT. This Agreement can be modified or
7 amended only by a writing signed by the duly authorized and empowered representatives of
8 COUNTY and SUBRECIPIENT, respectively.

9 49. CONFIDENTIALITY AND VICTIMS OF DOMESTIC VIOLENCE

10 a. SUBRECIPIENT shall comply with the recordkeeping requirements of 24
11 CFR Part 576.500 including the development and implementation of written client
12 confidentiality procedures to ensure:

13 (i) All records containing personally identifying information (as
14 defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of
15 any individual or family who applies for and/or receives ARPA assistance will be kept secure
16 and confidential;

17 (ii) The address or location of any domestic violence, dating violence,
18 sexual assault, or stalking shelter project assisted under the ARPA will not be made public,
19 except with written authorization of the person responsible for the operation of the shelter; and

20 (iii) The address or location of any housing of a program participant will
21 not be made public, except as provided under a preexisting privacy policy of the recipient or
22 subrecipient and consistent with state and local laws regarding privacy and obligations of
23 confidentiality.

24 b. SUBRECIPIENT must implement procedures to ensure confidentiality of
25 records pertaining to any individual or family that is provided family violence prevention or
26 treatment services.

27 (i) Victim information cannot be disclosed to any third party without
28 consent of the victim.

(ii) To protect clients, victim services providers must enter required
client-level data into a database that complies with HMIS requirements, but does not share

1 information with ServicePoint directly. Victim services providers are still required to aggregate
2 data for ARPA reporting purposes.

3 (iii) SUBRECIPIENT must instruct all staff that the address of a
4 domestic violence provider's shelter location will not be made public without permission of the
5 provider.

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9 Remainder of Page Intentionally Blank

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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
2 the day and year set forth below. If the Parties execute this Agreement on more than one date, then
3 the last date this Agreement is executed by a Party shall be the Effective Date.

4
5 **SUBRECIPIENT:**

COUNTY:

6 RIVERSIDE COMMUNITY HOUSING
7 CORP. a California nonprofit public benefit
8 corporation

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

9 By: FORM COPY - DO NOT SIGN

By: FORM COPY - DO NOT SIGN

10 Michael F Walsh,
11 Secretary

Heidi Marshall, Director
Housing and Workforce Solutions

12 Dated: _____

Dated: _____

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16
17 APPROVED AS TO FORM:
18 MINH C. TRAN
19 GENERAL COUNSEL

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

20 By: 

By: _____

21 Paula Salcido,
22 Deputy General Counsel

Amrit P. Dhillon,
Deputy County Counsel

Exhibit "A"
Scope of Work

Contractor shall perform the following work for RCHC:

1. Construction Planning: All residential units will be occupied during the entire construction process. Construction planning and scheduling MUST take into account that each resident requires 48 hours' notice prior to unit entry. Each resident MUST have a functioning kitchen sink and bathroom at the end of every workday. RCHC requires the Contractor to have a complete construction plan schedule prior to starting work and to have that plan approved by the project manager or his designee, five (5) calendar days prior to the projected start date.
2. The work under this contract shall be performed at the Rubidoux Village Apartments located in Jurupa Valley, State of California and shall include furnishing all labor, materials, equipment, and incidentals required and install and test cured-in-place pipe (CIPP) lining and appurtenances complete as specified. Major components of the project includes: preparing the interior of the units by blocking off all drains; shutting-off the water supply at each unit; scouring each line; casting pipe; video inspection before and after procedure of each line; proper removal of all debris, and daily clean-up. All in strict conformance with all the Contract documents.
3. The Contractor shall complete the relining and restoration of approximately 10,065 linear feet of existing 3/4" copper pipe and 1,980 linear feet of existing 1/2" copper pipe across six buildings comprising twenty-seven (27) units at one site: Three (3) units are single-story. The remaining units are two-story. This measurement does not include elbows, sleeves, ninety-degree angle connectors, T-connectors, or other adaptors connected to the existing copper piping.
4. All tools, materials, and equipment shall be provided by the contractor and must meet all local applicable safety requirements. A parking space will be made available for contractor's container if needed for materials and equipment. RCHC assumes no responsibility for the loss or damage to the contractor's equipment, tools or materials stored at the job site.
5. Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work.
6. Contractor will be responsible for all construction/building permits required to complete the project.
7. All work shall be performed in accordance with local safety standards and recognized safe practices.
8. Verification of existing conditions:
 - a. It shall be the Contractor's sole responsibility to verify existing conditions for each individual work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions and the Scope of Work as issued. Before ordering

1 materials/products, the Contractor shall verify related conditions to ensure proper fit and
2 installation.

3 b. Contractor to notify RCHC immediately of any hidden condition discovered which
4 might affect the progress of work.

5 9. Contractor to provide and maintain temporary sanitary facilities. Existing facility use is
6 not permitted.

7 10. RCHC will give contractor access to each unit based on contractor's proposed work
8 schedule.

9 11. All tools, materials, and equipment shall be provided by the contractor and must meet all
10 local applicable safety requirements. A parking space will be made available for
11 contractor's container if needed for materials and equipment. RCHC assumes no
12 responsibility for the loss or damage to the contractor's equipment, tools or materials
13 stored at the job site.

14 12. Contractor shall furnish sufficient personnel with the technical knowledge and experience
15 necessary to complete the work.

16 13. Contractor will be responsible for all construction/building permits required to complete
17 the project.

18 14. All work shall be performed in accordance with local safety standards and recognized safe
19 practices.

20 15. Contractor to ensure proper removal of all debris and all other components from the site
21 and shall provide a cleared site free of all debris, contractor equipment, etc. RCHC refuse
22 containers will not be allowed to be used for disposal of Contractor's waste.

23 16. Field Verification: Contractor is responsible to field verify existing conditions and
24 promptly notify RCHC if discrepancies in and omissions from the plans, specifications or
25 other contract documents are found in the field, including unforeseen conditions that may
26 affect the successful completion of the project and/or work.

27 17. Contractor will perform a final walk-through inspection with a RCHC representative
28 before the project will be considered complete and finished.

Exhibit “B”
Implementation Schedule and Budget Attachment

Borrower: Riverside Community Housing Corp
Address: 5555 Arlington Avenue, Riverside, California
Project Title: Rubidoux Apartments Pipe Relining Project
Location: 5581 34th Street, Rubidoux, CA

Project Description:

Riverside Community Housing Corp shall contract to have all copper pipes relined at the multi-family affordable rental housing project located at 5581 34th Street.

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
(1) County Approval	[July 2024]
(2) Financing Commitment	[July 2024]
(3) Construction Start Deadline	[July 2024]
(4) Completion Deadline	[September 2024]

BUDGET

Construction Funding Sources	
Riverside Community Housing Corp	\$29,114
Riverside County ARPA Grant	\$291,140
Total	\$320,254

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24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with [Executive Order 13279](#) (issued on December 12, 2002, [67 FR 77141](#)), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by [Executive Order 13559](#) (issued on November 17, 2010, [75 FR 71319](#)), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral

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toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) Separation of explicitly religious activities from direct Federal financial assistance.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Beneficiary protections.

Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) Written notice. The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

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(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) Timing of notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) Referral requirements.

(i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine

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whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) Recordkeeping.

A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 ([42 U.S.C. 2000e-1](#)), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to

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the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

Credits

[[69 FR 41717](#), July 9, 2004; [80 FR 75934](#), Dec. 7, 2015; [81 FR 19416](#), April 4, 2016]

SOURCE: [61 FR 5202](#), Feb. 9, 1996; [61 FR 9041](#), March 6, 1996; [61 FR 9537](#), March 8, 1996; [61 FR 11113](#), March 18, 1996; [61 FR 13616](#), March 27, 1996; [61 FR 54498](#), Oct. 18, 1996; [70 FR 77743](#), Dec. 30, 2005; [73 FR 72340](#), Nov. 28, 2008; [75 FR 66258](#), Oct. 27, 2010; [77 FR 5674](#), Feb. 3, 2012; [80 FR 42352](#), July 16, 2015; [81 FR 19416](#), April 4, 2016; [81 FR 80798](#), Nov. 16, 2016; [81 FR 90657](#), Dec. 14, 2016, unless otherwise noted.

AUTHORITY: [12 U.S.C. 1701x](#); [42 U.S.C. 1437a](#), [1437c](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#); Sec. 327, [Pub.L. 109-115](#), [119 Stat. 2936](#); Sec. 607, [Pub.L. 109-162](#), [119 Stat. 3051](#) ([42 U.S.C. 14043e et seq.](#)); [E.O. 13279](#), [67 FR 77141](#), [3 CFR](#), 2002 Comp., p. 258; and [E.O. 13559](#), [75 FR 71319](#), [3 CFR](#), 2010 Comp., p. 273.; [29 U.S.C. 794](#), [42 U.S.C. 1437a](#), [1437c](#), [1437c-1\(d\)](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#), and Sec. 327, [Pub.L. 109-115](#), [119 Stat. 2936](#); [42 U.S.C. 3600-3620](#); [42 U.S.C. 5304\(b\)](#); [42 U.S.C. 12101 et seq.](#); [42 U.S.C. 12704-12708](#); [E.O. 11063](#), [27 FR 11527](#), [3 CFR](#), 1958-1963 Comp., p. 652; [E.O. 12892](#), [59 FR 2939](#), [3 CFR](#), 1994 Comp., p. 849.