

Fair Housing Complaints and Enforcements

Patterns of complaints and enforcement are useful to assess the nature and level of potentially unfair or discriminatory housing practices in the private sector. Several public and private agencies may receive complaints about unfair housing practices or housing discrimination.

Under the Fair Housing Act, HUD has the authority to investigate, attempt to conciliate, and, if necessary, adjudicate complaints of discrimination involving, among other things, home sales, rentals, advertising, mortgage lending and insurance, property insurance, and environmental justice. HUD also investigates complaints alleging discriminatory zoning and land use; however, these complaints are referred to the US Department of Justice for enforcement.

Office of Fair Housing and Equal Opportunity (FHEO). At the federal level, the FHEO, an office of HUD, receives complaints of housing discrimination. The FHEO will attempt to resolve matters informally. However, the FHEO may act on those complaints if they represent a violation of federal law and the FHEO finds that there is “reasonable cause” to pursue administrative action in federal court.

HUD also shares its authority to investigate housing discrimination complaints with state and local government agencies that participate in the Fair Housing Assistance Program (FHAP). To participate in the FHAP, a jurisdiction must demonstrate that it enforces a fair housing law that provides rights, remedies, procedures, and opportunities for judicial review that are substantially equivalent to those provided by the federal Fair Housing Act. County governments, municipal governments and community-based organizations are approved as FHAP agencies. HUD pays FHAP agencies for each complaint they investigate, based on the timeliness and quality of the investigation. In addition, HUD provides funding to FHAP agencies for capacity-building, training, and information systems.

A person who believes that they have experienced, or is about to experience, housing discrimination may file a complaint or may have a complaint filed on their behalf by someone else, such as a parent, child, spouse, or guardian. HUD and FHAP agencies accept complaints in person, by telephone, through the mail, and through their websites. If HUD receives a housing discrimination complaint where the alleged discriminatory act occurred within the jurisdiction of one of its FHAP agencies, HUD is required under the Fair Housing Act to refer the complaint to that agency.

If HUD determines there is reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur, it issues a charge of discrimination. The parties may choose to pursue the matter in an administrative proceeding or in federal district court. If a FHAP agency finds reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur, the agency or attorneys for the state or locality litigate that complaint in an administrative proceeding or in civil court.

From FY 2013 to FY 2021, in the Jurisdiction, most cases were related to disability (79 cases), followed by race (42 cases), and family status (32 cases). There were fewer cases related to national origin (23 cases), sex (21 cases), and retaliation (6 cases). There were no cases related to color or religion.

In the Region, the pattern is similar. Most cases were related to disability (143 cases), followed by race (73 cases), and family status (48 cases). There were fewer cases related to national origin (54 cases), sex (36 cases), and retaliation (22 cases). Again, there were no cases related to color or religion.

At the state level, the number of cases is significantly higher across all categories, with the majority being related to disability (1,454 cases), followed by race (496 cases), and family status (351 cases). It is important to note that retaliation, while not one of the seven protected classes of the Fair Housing Act, can still form the basis for a complaint.

The following table illustrates the breadth of HUD and FHAP discrimination complaints during the time frame of FY 2013-2021 in the Jurisdiction (Riverside County), Region (Riverside-San Bernardino-Ontario, CA), and the state (California).

Table 43: FHEO Cases, FY 2013-2021 (Jurisdiction/Region)

Basis of Complaint	Jurisdiction	Region	State
Disability	79	143	1,454
Race	42	73	496
Sex	21	36	198
Retaliation	6	22	219
National Origin	23	54	328
Family Status	32	48	351
Color	0	0	0
Religion	0	0	0

Data Sources: AFFH Data and Mapping Sources

The Department of Fair Employment and Housing (DFEH) is the state agency responsible for investigating housing discrimination complaints. The DFEH's mission is to protect Californians from employment, housing, and public accommodation discrimination, and hate violence.

In May 2003, the DFEH announced a new program for mediating housing discrimination complaints in partnership with state fair housing enforcement agencies. The program provides tenants, landlords, property owners, and managers through mediation in a free and timely manner. Mediation takes place within the first 30 days of filing of the complaint, often avoiding the financial and emotional costs resulting from a full DFEH investigation and potential litigation.

7. Public Housing and Homelessness

This section explores the critical issues of public housing and homelessness in Riverside County. The goal is to shed light on the current state of these issues, identify underlying factors contributing to them, and propose actionable strategies to address these challenges.

All agencies that administer a Housing Choice Voucher program are referred to as public housing agencies, or PHAs, by HUD. On average, there are over 50 PHAs administering the Housing Choice Voucher program per state, but the number varies greatly from state to state. For example, the State of Texas has over 200 PHAs while the State of Alaska has two. The sheer number of PHAs administering the Housing Choice Voucher program can make it more confusing and difficult.

There are two types of PHAs that administer the Housing Choice Voucher program:

- Local public housing authorities
- State housing agencies

Usually, but not always, Housing Choice Voucher administering agencies are public housing authorities. A public housing authority is a unique governmental body that administers either public housing or Housing Choice Voucher vouchers—or both—for the federal government at the local level. Public housing authorities are created in each state based on state laws. Public housing authorities have an elected or appointed board of commissioners, an executive director, and staff who run specific programs.

Public housing authorities are not required to run the Housing Choice Voucher program; in fact, some housing authorities only administer federal public housing units and do not administer a Housing Choice Voucher program. Although there are more than 3,000 public housing authorities across the country, as of 2023 there are approximately 2,600 housing authorities administering the Housing Choice Voucher program. Over half of these housing authorities administer fewer than 250 Housing Choice Vouchers. Since public housing authorities are governmental bodies, they may be influenced by the political agendas or biases of elected or appointed officials.

When people use the term “PHA” they are usually referring to public housing authorities. To be consistent with HUD definitions, however, PHA refers to public housing agencies and includes any agency under contract with HUD to administer Housing Choice Voucher housing assistance, including local public housing authorities, state housing agencies, and nonprofit organizations.

Many state housing agencies (including state departments of community affairs and some state housing finance agencies) are also eligible to administer the Housing Choice Voucher program. In some states, the state housing agency may administer the Housing Choice Voucher program only in the areas of the state where there are no public housing authorities. This model is sometimes referred to as a “balance of state” Housing Choice Voucher program.

The Housing Authority of the County of Riverside is the PHA for the county and currently has 9,971 vouchers. These nonprofit organizations are required to run the Housing Choice Voucher program in the same manner as other PHAs.

The Public Housing Agency Plan, or PHA Plan, is the “master plan” for both a PHA’s Housing Choice Voucher and public housing resources. Each PHA is required to have a HUD-approved PHA Plan that describes the agency’s overall mission for serving low-income and very low-income individuals and families, and the strategies for using Housing Choice Vouchers and public housing resources to meet the housing needs of these households.

A qualified PHA plan is a PHA that:

- has a combined unit total of 550 or less public housing units and Housing Choice Vouchers; and
- is not designated troubled under section 6(j)(2) of the 1937 Act, the Public Housing Assessment System (PHAS), as troubled during the prior 12 months; and
- does not have a failing score under the Housing Choice Voucher Management Assessment Program (SEMAP) during the prior 12 months.

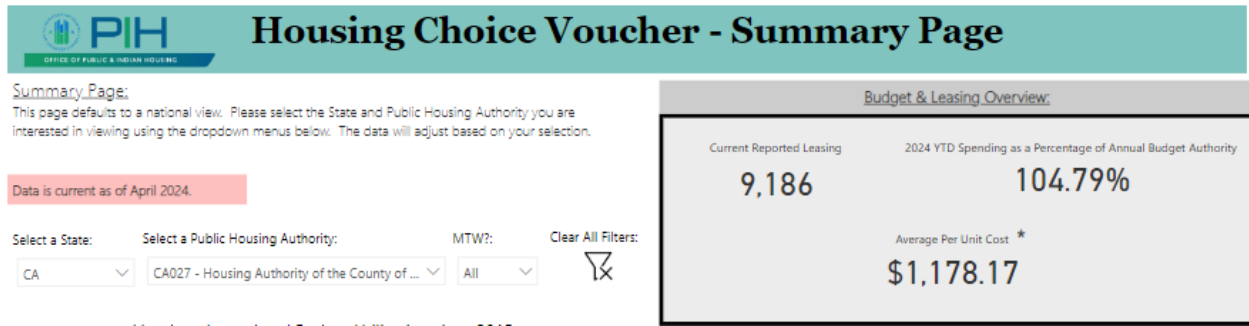
PHAs that do not meet the definition of a qualified PHA are required to fully comply with all provisions of the PHA Plan including a submission of a 5-Year Plan and Annual Plan.

HUD provides a Housing Choice Voucher (HCV) Data Dashboard that shows budget and leasing trends, reserve balances, program admissions and attrition, per-unit cost and leasing potential for the program nationally, and allows the user to drill down to the state and PHA level.

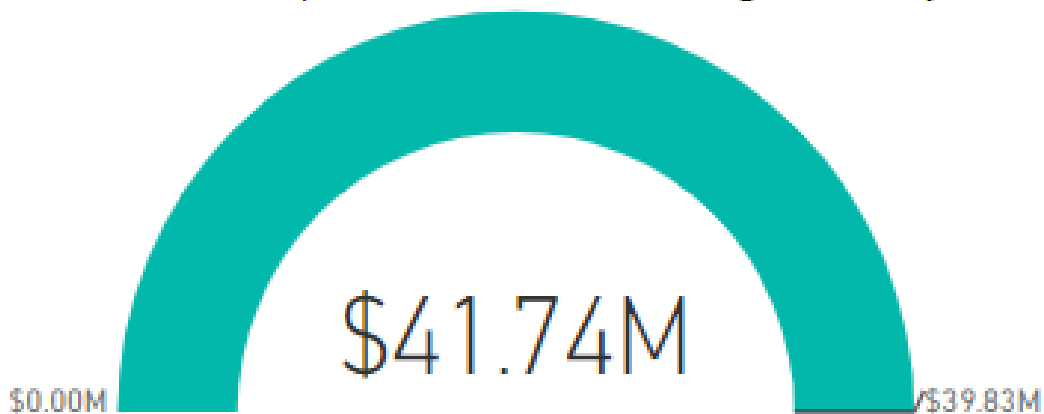
Out of 9,971 current units under the Annual Contributions Contract, 9,186 are currently under contract. The year-to-date spending for 2024 as of June is at 104.79 percent, which indicates that there are not sufficient funds to lease the remaining 785 units.

In the below figure, contains data related to the Housing Authority's budget and unit utilization for the year 2024. The year-to-date housing assistance payments expenditures for 2024 for the Housing Authority are \$41.74 million. The total reserves as of December 31, 2023, are reported to be \$1,923,120.

Figure 46: HCV Data Dashboard Budget Overview (Jurisdiction)



2024 YTD HAP Expenditures vs 2024 YTD Budget Authority (BA)



HCV Total Reserves as of 12/31/2023 *

\$1,923,120

2024 Total Budget Authority for HCV Program

\$119,503,672

HCV Total Reserves as of 12/31/23

\$1,923,120

Reserves % of BA

1.61%

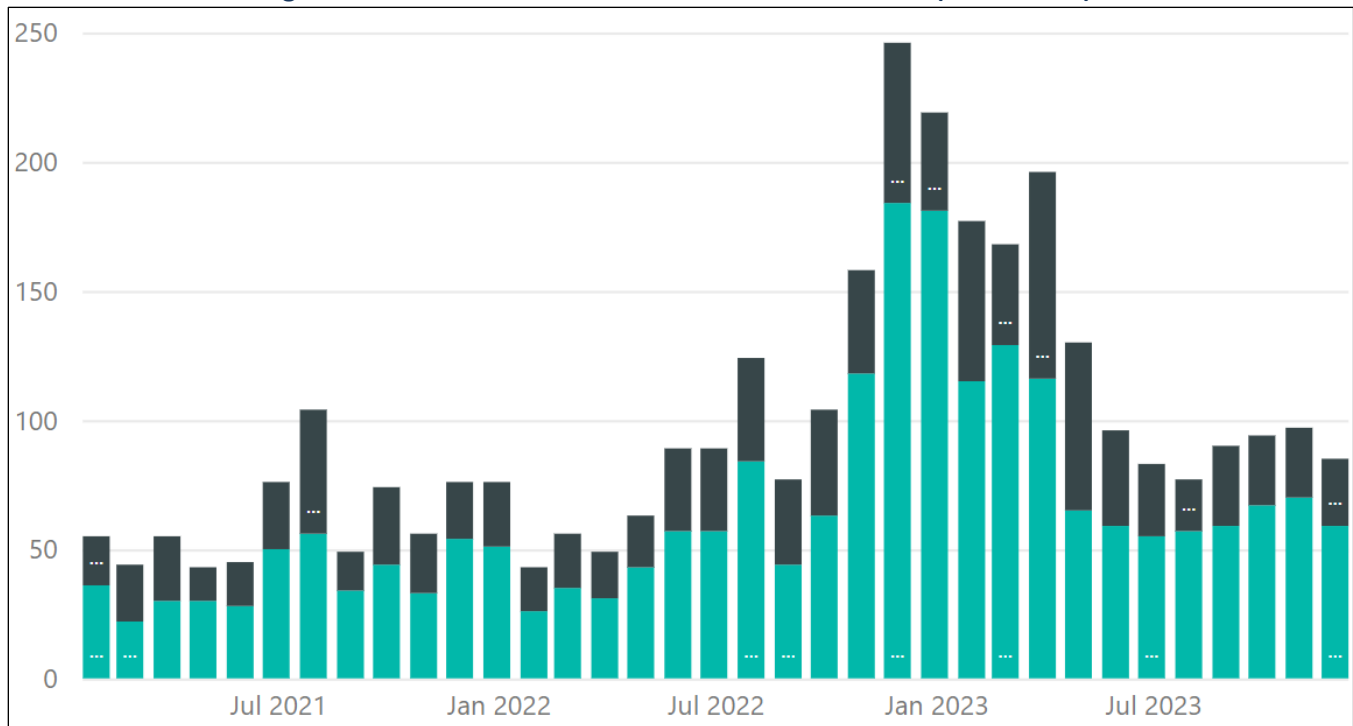
HUD recommends a PHA aim to end the year with no more than the following reserve levels: 4% for PHAs with 500+ units, 6% for PHAs with 250-499 units, and 12% for PHAs under 250 units.

The line graph below displays data on homeless and non-homeless admissions from July 2021 to July 2023 for the County. The X-axis represents time, specifically months from July 2021 to July 2023. The Y-axis indicates the number of admissions, ranging from 0 to over 250. The teal bars represent non-homeless admissions, and the black bars represent homeless admissions.

These bars are present for each month, showing fluctuations in the number of admissions for both categories. One notable observation is a significant increase in both homeless and non-homeless

admissions in January 2023. This could be due to various factors, which would require further investigation to understand fully.

Figure 47: HCV Data Dashboard New Admissions Trend (Jurisdiction)

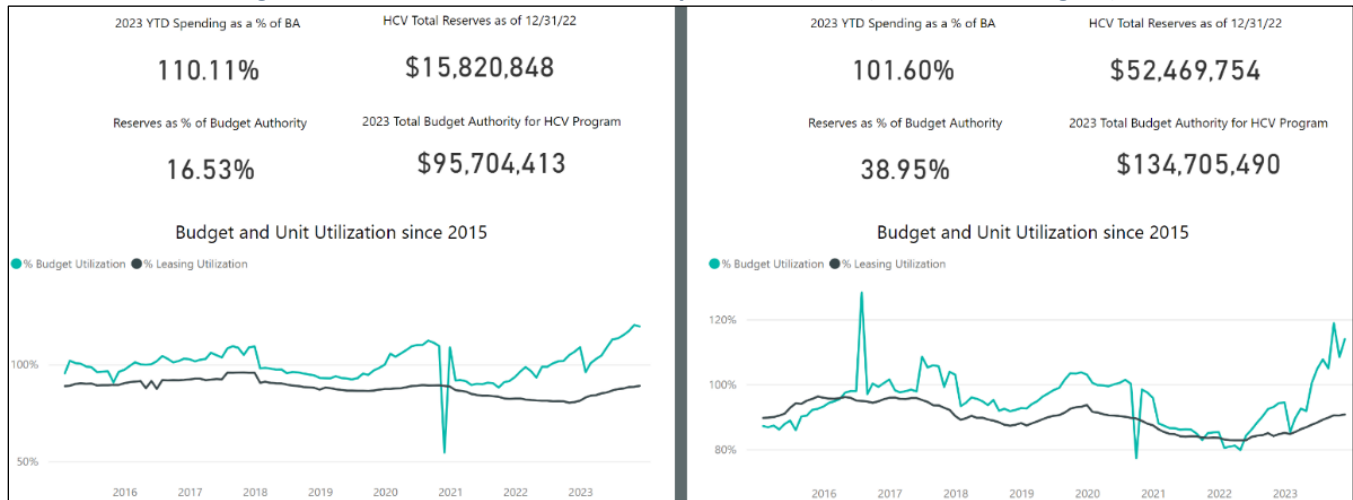


Information for the Housing Authority of San Bernardino County, another county in the Riverside-San Bernardino-Ontario, CA Region that has been used previously for comparative analysis in this report, is below. The figure below compares the financial data and budget utilization trends between Riverside County's Housing Authority and San Bernardino County's Housing Authority from 2015 to 2023. This comparison highlights the different financial management strategies and trends between the two housing authorities.

As stated above, Riverside County's Housing Authority has been maintaining a steady trend in budget and unit utilization since 2015. As of 2023, it has spent 110.11 percent of its Budget Authority year to date. It has total reserves of \$15,820,848, which is 16.53 percent of the total Budget Authority for the Housing Choice Voucher Program, amounting to \$95,704,413.

On the other hand, San Bernardino County's Housing Authority shows significant fluctuations in budget and unit utilization since 2015. Its 2023 year-to-date spending as a percentage of Budget Authority is slightly lower at 101.60 percent. However, it has a larger total reserve of \$52,469,754, which is 38.95 percent of their total Budget Authority for the Housing Choice Voucher Program, which is \$134,705,490.

Figure 48: HCV Data Dashboard Comparison Trends (Jurisdiction/Region)



Public Housing Demographics

Table 44, Table 45, Table 46, and the maps below shows the racial and ethnic makeup of affordable housing residents within the County, as well as the distribution of income levels among these household groups.

Though the Black population makes up 6.65 percent of households earning 0 to 80 percent of the area median income (AMI), and 6.19 percent of the Jurisdiction's total households, the group comprises 28.91 percent of public housing residents, and receives 36.62 percent of Housing Choice Vouchers. Asians and Pacific Islanders, with 4.13 percent of households under 80 percent AMI and 5.39 percent of total households, make up 13.4 percent of households receiving Other Multifamily assistance. Hispanics, meanwhile, who make up 34.18 percent of the Jurisdiction's households as well as 43.22 percent of low-moderate households, occupy 61.94 percent of the Jurisdiction's Project-Based Housing Choice Voucher housing.

These tendencies are mirrored within the Region. Asians receive 19.69 percent of Other Multifamily assistance. The lion share of Housing Choice Vouchers, or 48.94 percent, goes to Hispanic families. Similarly, the Black population comprises 43.78 percent of Housing Choice Voucher Program participants, and 13.01 percent of public housing residents. These statistical disparities in terms of the distribution of housing assistance within both the Jurisdiction and the Region can be better understood by examining the degree to which these two groups experience extreme poverty.

Two of the four groups examined, the Hispanic and Black populations, are more likely to fall within the extremely low-income range, defined as 30 percent of AMI or less. Hispanics, who make up 34.18 percent of all households within the Jurisdiction, comprise 41.67 percent of extremely low-income households. Likewise, the Black population, at 6.19 percent of households, makes up a larger share, 8.67 percent, of extremely low-income households.

Table 44: Publicly Supported Housing by Race/Ethnicity (Jurisdiction)

Housing Type	White		Black		Hispanic		Asian or Pacific Islander	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Public Housing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project-Based HCVs	85	13.43%	62	9.79%	477	75.36%	6	0.95%
Other Multifamily	88	44.22%	9	4.52%	71	35.68%	30	15.08%
HCV Program	787	36.13%	659	30.22%	671	30.78%	42	1.94%
Total Households	146,344	53.13%	13,200	4.79%	94,339	34.25%	14,947	5.43%
0-30% of AMI	13,203	41.36%	2,014	6.31%	14,607	45.76%	1,215	3.81%
0-50% of AMI	26,909	42.38%	3,170	4.99%	29,570	46.57%	2,359	3.72%
0-80% of AMI	47,605	43.85%	4,975	4.58%	49,179	45.30%	4,229	3.90%

Numbers presented are numbers of households, not individuals
 Data Sources: 2020 HUD AFFH Online Mapping Tool; Comprehensive Housing Affordability Strategy (CHAS) database

Table 45: Publicly Supported Housing by Race/Ethnicity (Region)

Housing Type	White		Black		Hispanic		Asian or Pacific Islander	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Public Housing	44	30.14%	19	13.01%	62	42.47%	18	12.33%
Project-Based HCVs	1,140	21.83%	1,029	19.71%	2,555	48.94%	446	8.54%
Other Multifamily	660	30.08%	247	11.26%	840	38.29%	432	19.69%
HCV Program	4,569	23.81%	8,401	43.78%	5,603	29.20%	500	2.61%
Total Households	602,650	45.50%	100,005	7.55%	509,940	38.50%	81,445	6.15%
0-30% of AMI	61,605	36.31%	20,925	12.33%	73,610	43.38%	8,775	5.17%
0-50% of AMI	122,950	37.18%	33,145	10.02%	150,960	45.65%	15,335	4.64%
0-80% of AMI	210,405	37.95%	49,115	8.86%	255,770	46.13%	25,935	4.68%

Numbers presented are numbers of households, not individuals
 Data Sources: 2020 HUD AFFH Online Mapping Tool; Comprehensive Housing Affordability Strategy (CHAS) database

Figure 49: Housing Choice Voucher Use by Tract

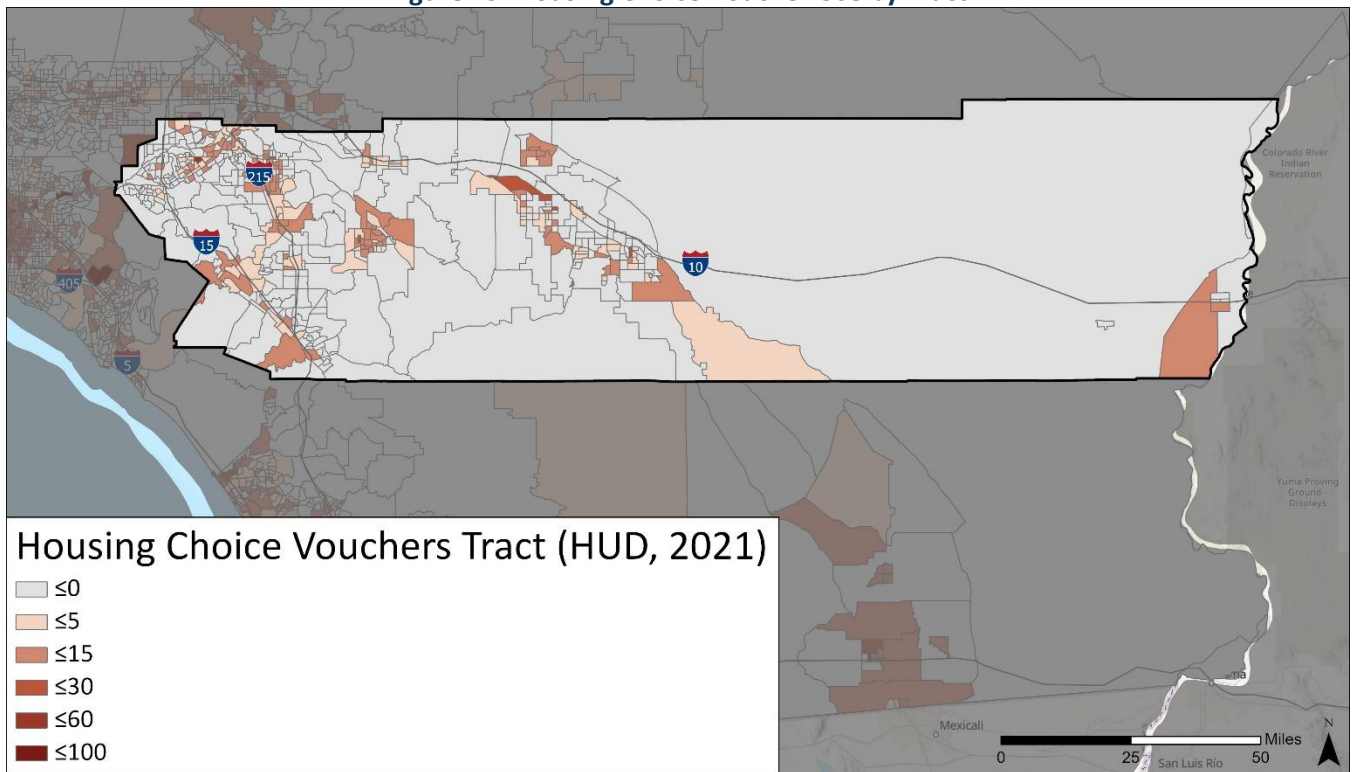


Table 46: Income Limits (Jurisdiction)

Household Size	Annual Income Limit	Monthly Income Limit
Extremely Low-Income Limits (30% of Median)		
1	\$19,600	\$1,633
2	\$22,400	\$1,866
3	\$25,200	\$2,100
4	\$30,000	\$2,500
5	\$35,140	\$2,928
6	\$40,280	\$3,356
7	\$45,420	\$3,785
8	\$50,560	\$4,213
Very Low-Income Limits (50% of Median)		
1	\$32,650	\$2,720
2	\$37,300	\$3,108
3	\$41,950	\$3,495
4	\$46,600	\$3,883
5	\$50,350	\$4,195
6	\$54,100	\$4,508
7	\$57,800	\$4,816
8	\$61,550	\$5,129

Data Sources: Housing Authority of County of Riverside

Discrimination by landlords is a factor influencing housing choice for low- and moderate-income residents. The Housing Choice Voucher program is the federal government's largest rental housing assistance program. Apart from seeking to increase access to safe, affordable housing, the Housing Choice Voucher Program is intended to provide opportunities for low-income families to obtain rental housing outside areas of poverty or minority concentration.

Voucher holders can live anywhere a PHA administers the program, but housing choices are constrained by ability to navigate the private rental market, find a unit with rent below the payment standard, and identify a landlord who will participate in the program. Landlords can decide if they want to accept vouchers as payment for their rental units.

While it is unlawful for landlords under the Fair Housing Act to refuse to rent to members of protected classes, voucher holders have no such protection. These same classes of people, who include families with children, racial and ethnic minorities, and persons with disabilities, are exactly those whom the Housing Choice Voucher program disproportionately serves. Some states and local jurisdictions have attempted to prohibit discrimination against voucher holders through local ordinances, often referred to as source-of-income protections.

Housing Choice Voucher applications are only accepted while a PHA's Housing Choice Voucher waiting list is open. A PHA opens the Housing Choice Voucher waiting list to increase the number of applicants on its list. HUD requires that PHAs open the Housing Choice Voucher waiting list if they do not have enough applicants to be able to distribute vouchers, they anticipate will be available.

In general, PHAs use one of two methods to add applications to the waiting list:

- Chronological order: based on the date and time received.
- Randomly ordered: referred to as a "lottery."

Occasionally, the applications put into the lottery are limited to a specific number (e.g., the first 200 received by the PHA) or to those received by a specified date. PHA's policies about how applications are added to the waiting list should be included in all outreach material and must be described in the Housing Choice Voucher Administrative Plan.

The demographics of the Housing Choice Voucher waiting list in Riverside County is primarily composed of extremely low-income households, making up 76 percent of the list. These are households earning 0-30% of the AMI. Very low-income households (31%-50% AMI) make up 15.23 percent of the list, and low-income households (51%-80% AMI) comprise 6.94 percent. In terms of household types, families with children represent the majority at 55.77 percent. Elderly families make up 10.92 percent of the list, and families with disabilities account for 22.60 percent. Looking at race and ethnicity, African American households represent the largest group on the waiting list at 47.82 percent, followed by White households at 44.83 percent. American Indian, Asian, and Pacific Islander households make up smaller percentages of the list.

Table 47: Demographics of the Housing Choice Vouchers Waiting List (Jurisdiction)

Demographic	Number	Percentage
Extremely Low Income (0%-30% AMI)	104,524	76.00%
Very Low Income (31%-50% AMI)	21,022	15.23%
Low Income (51%-80% AMI)	9,576	6.94%
Families with Children	76,996	55.77%
Elderly Families	15,073	10.92%
Families with Disabilities	31,211	22.60%
White	61,895	44.83%
African American	66,021	47.82%
American Indian	6,325	4.58%
Asian	4,087	2.96%
Pacific Islander	6,125	4.44%
Race Not Given	706	0.51%
Waiting List Total	136,065	100%

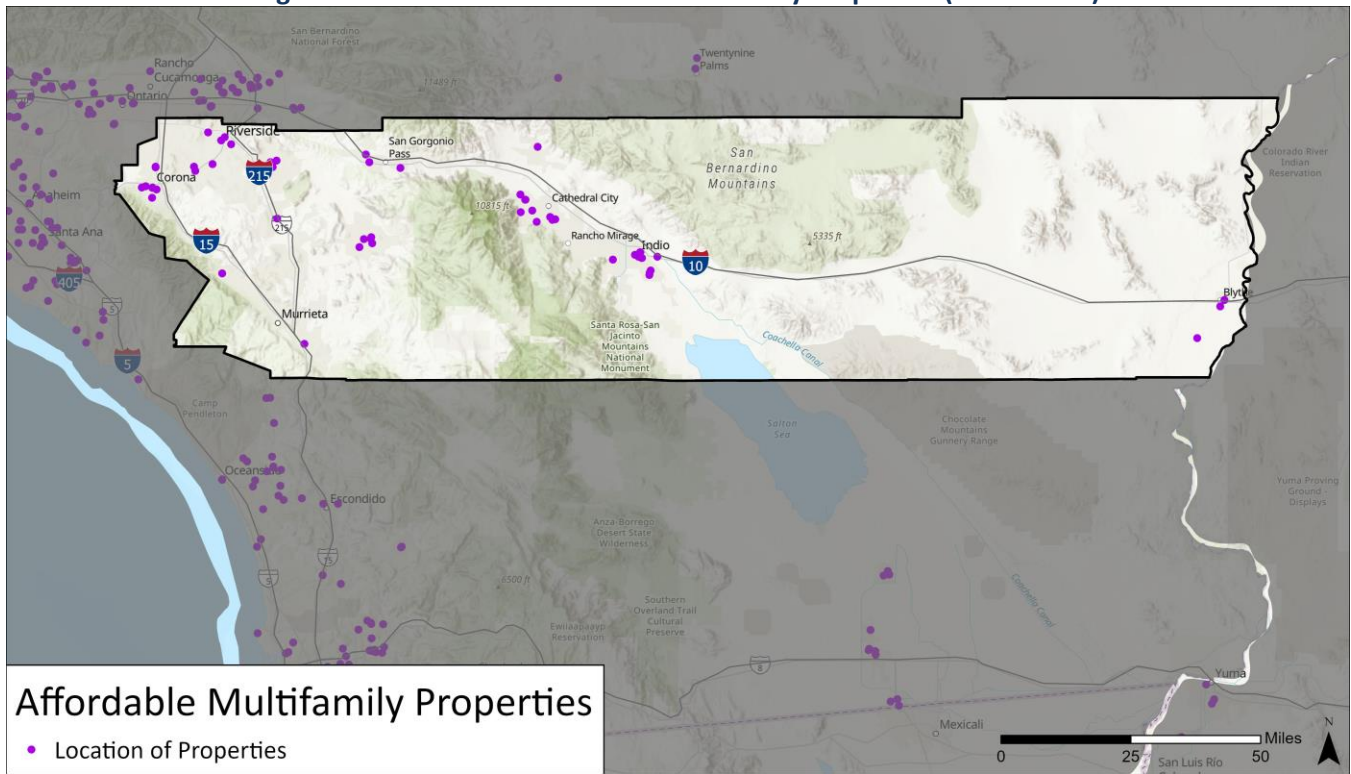
Data Source: Housing Authority County of Riverside, 2024.

Location of Affordable Rental Units

The darker shaded areas in Figure 50 below show the tracts with the highest percentages of rental units that are affordable to residents at 50 percent of AMI.

These are found north of Lake Elsinore and southwest of Perris, adjacent to R/ECAP areas; south of I-15 below Wildomar; north of I-10 above Beaumont; along I-10 from North Palm Springs to Sky Valley; and in the R/ECAP areas surrounding the Salton Sea.

Figure 50: Location of Affordable Multifamily Properties (Jurisdiction)



Prior to October of 2016, the Housing Authority owned and operated affordable public housing across Riverside County serving 464 low-income households including families, seniors and persons with disabilities. Due to insufficient funding to maintain the affordable public housing properties, the United States Department of Housing and Urban Development (HUD) approved conversion via the process called Rental Assistance Demonstration (RAD) conversion. RAD was created in order to give public housing authorities a tool to preserve and improve public housing properties and address the \$26 billion-dollar nationwide backlog of deferred maintenance. RAD allows public housing agencies to leverage public and private debt and equity to maintain properties and allow units to move to a Housing Choice Voucher platform and ensure that the units remain permanently affordable to low-income households. On October 1, 2016, public housing units were finally converted and transferred to the Housing Authority’s non-profit arm, Riverside County Housing Corporation (RCHC), to own and operate the former public housing units.

Table 48 includes a complete inventory list of affordable housing projects assisted by Riverside County as of July 1, 2024. This list includes projects assisted by Riverside County HWS and Housing Authority-owned and managed properties, as well as projects that have Project Based Vouchers (PBVs) from the Housing Authority. The majority of units are affordable units, with exception to manager units, as a result of multiple funding source requirements such as federal or state tax credits, bonds, various federal, state or local municipality funding, and/or PBVs.

Table 48: Assisted Rental Housing Projects in Riverside County

Project	Status	Units
30th and Florine	Pre-Development	9
5th Street Apartments	Pre-Development	11

Table 48: Assisted Rental Housing Projects in Riverside County, CONTINUED

Project	Status	Units
Aida Aguirre MHP	Pre-Development	24
Aladdin Villas	Complete	20
Allanza	Complete	142
Aloe Palms Apartments	Under Construction	71
Amanda Park	Complete	396
Arc Village Apartments	Pre-Development	40
Arroyo De Paz I & II	Complete	94
Avenue 44 Apartments	Pre-Development	180
Banning Townhomes	Complete	14
Beaumont Grove Apartments	Complete	12
Bravo Mobile Home Park	Complete	156
Briggs Apartments	Complete	24
Brisas de Paz Apartments	Complete	62
Broadway Manor Townhomes	Complete	28
Calle de Fortuna	Pre-Development	120
Cambern Apartments	Pre-Development	75
Camino Terrace	Pre-Development	80
Casa San Miguel	Complete	39
Casitas Del Valle	Complete	40
Cathedral Palm Senior Apts	Complete	224
Cedar Glen	Complete	101
Cesar Chavez Apts Ph II	Complete	80
Clinton Family Apts	Complete	59
Coachella Valley Catalyst Fund	Pre-Development	N/A
Concord Colony/Suntone/Polk Apts	Complete	196
Corona del Oro, Corona	Under Construction	72
Corona Del Rey Apartments	Complete	160
Corona RFQ Site	Pre-Development	135
Corregidor Manor	Complete	14
Cottonwood Place Apts	Complete	168
Courtyards at Cottonwood Phase I	Complete / Under Construction	81 / 32
Covalda Apts (Tripoli Apts)	Under Construction	108
Crossings at Palm Desert	Under Construction	176
Desert Extended Stay, Homekey	Pre-Development	97
Desert Meadows Apartments	Complete	80
Desert Palms Apartments	Complete	112
Desert Rose Apts	Complete	76
Dr. Clair S. Johnson Apartments	Complete	40
Dracea Townhomes	Complete	28
El Cajon Apartments	Complete	3
El Dorado Gardens	Complete	68
El Jardin Apartments	Complete	81
El Solano	Complete	41
Fairview Lake Townhome	Complete	16
Fort Drive Apartments	Complete	9
Fred Young Specific Plan	Pre-Development	150
Galilee Center Expansion	Under Construction	75 beds
Garcia Mobile Home Park	Pre-Development	40
Geel Place	Complete	45
Gloria Crossing Apartments	Complete	34
Grace Vista (aka Grace Lutheran Church)	Pre-Development	101
Hacienda Hills Apartments	Complete	60
Hayman House	Complete	1

Table 48: Assisted Rental Housing Projects in Riverside County, CONTINUED

Project	Status	Units
Hemet Vistas I & II	Complete	144
Heritage Park at Cathedral City	Complete	153
Highgrove Blossom Apartments	Complete	89
Highland Park Place Apartments	Complete	4
Home Front at Camp Anza	Complete	30
Horizons At Indio	Complete	80
Idyllwild Place	Complete	14
Indio Senior Apts	Pre-Development	50
Indo Apts on Fred Warring	Pre-Development	176
Jasmine Springs Apartments	Complete	59
JFM Family Villas Family	Pre-Development	100
JFM Senior Villas Senior	Pre-Development	50
Jose Y Maria Montanez MHP Polanco	Under Construction	12
Kensington Apts	Pre-Development	126
La Entrada	Complete	65
La Hacienda Apts (Miles Ave)	Complete	35
La Quinta Surplus Property	Pre-Development	121
Las Colinas Apts (Ridgecrest)	Complete	148
Las Haciendas	Under Construction	77
Las Mananitas I & II	Complete	16
Las Palmeras	Complete	121
Las Serenas	Complete	87
Legacy Apartments	Complete	81
Liberty Star Affordable Hsg	Pre-Development	96
Liberty Village Apartments	Complete	38
Lincoln Family Apartments	Complete	57
Linwood Apartments, Moreno Valley	Pre-Development	36
Luis Bojorquez	Pre-Development	12
Madera Vista Phase 3	Complete	30
Magnolia Park Apartments (aka Whispering Fountains)	Complete	268
March Veterans	Complete	138
Mary Erickson SF Homes	Pre-Development	9
Mecca Apts III	Complete	58
Mecca Family Apartments/Chapultepec	Complete	31
Mecca II Apartments	Complete	60
Midway Capri Apartments	Complete	40
Mission Heritage	Complete	72
Mission Palms I & II	Complete	109
Mission Villa Senior Apartments	Complete	109
Mission Village II	Complete	76
Mission Villas Apts	Complete	54
Monamos Apartments	Under Construction	140
Monte Vista Apts	Pre-Development / Complete	63 / 104
Monte Vista II	Complete	40
Moreno Valley Youth Village	Under Construction	12
Mountain View Apts	Complete	140
Mt View Estates III	Complete	107
Mulberry Family Apartments	Pre-Development	150
Mulberry Gardens Seniors Apartments	Under Construction	59
Mustang Lane/ Canal Street	Pre-Development	12
Navigation Center	Complete	50
Nuestro Orgullo	Pre-Development	291
Nueva Vista Apts	Complete	31

Table 48: Assisted Rental Housing Projects in Riverside County, CONTINUED

Project	Status	Units
Oak View Ranch Family (Apartments Phase I)	Under Construction	119
Oakview Ranch Senior Apartments Phase II	Pre-Development	81
Oasis Gardens Improvements	Complete	157
Oasis Senior Villas	Complete	95
Oasis Villas	Pre-Development	160
OHOP Program Oasis MHP	Pre-Development	148
Operation Safe House aka Harrison House	Complete	16
Orange Blossom Apartments	Complete	22
Orchard Villas Apts	Complete	82
Pacific Companies	Pre-Development	241
Palm Desert Family Housing	Pre-Development	295
Palm Village Apartments	Complete	36
Palm Villas at Millennium	Pre-Development	239
Palm Villas at State	Pre-Development	109
Paseo de los Heroes I / Mecca Mobile Home Park	Complete	106
Paseo De Los Heroes III	Complete	81
Paseo De Los Poetas	Complete	21
Peck @ Lake Elsinore	Complete	1
Perez MHP	Pre-Development	N/A
Perris Family Apartments	Complete	75
Perris Park Apts	Complete	80
Placita Dolores Huerta	Complete	56
Polanco - Jesus Montanez	Under Construction	14
Pottery Court Apartments	Complete	113
Project Legacy	Complete	50
Pueblo Nuevo	Complete	50
Pueblo Viejo Villas	Complete	105
Pujol Street Self Help Homes	Under Construction	6
Quail Place Apartments	Complete	58
Quinto Del Sol Apartments	Complete	42
Ranchito Las Serenas	Complete	12
Rancho Dorado North Apts	Complete	71
Rancho Las Bolsas	Under Construction	55
Rancho West Apartments	Complete	150
RFQ DHS Library	Pre-Development	N/A
Rick Weiss Apts / Vista Sunrise	Complete	80
Riley Street Apartments	Pre-Development	16
Rivco Site - 100 Palms	Pre-Development	80
Rivco Site - 61st Avenue Site	Pre-Development	100
Rivco Site - Downtown Mecca	Pre-Development	80
River Canyon Apartments	Complete	60
Riverside Community Housing Co Rental Property	Complete	31
Rubidoux Gateway Villas Apartments	Pre-Development	57
Rubidoux Village Townhomes	Complete	29
San Jacinto Villas	Complete	80
Sandstone Valley Apartments	Pre-Development	96
Shady Lane MHP	Pre-Development	40
Sheila Street Apts	Complete	4
Sherman Apartments	Complete	4
Sonora Homes	Pre-Development	203
St. Anthony Mobile Home Park	Pre-Development	134
St. Michaels	Complete	50
Summerville at Villa de Anza (aka brookdale Riverside)	Complete	122

Table 48: Assisted Rental Housing Projects in Riverside County, CONTINUED

Project	Status	Units
Summit View (Beaumont 3) Apartments	Under Construction	48
Sun City Gardens Apartments	Complete	198
Sunrise at Bogart Apartments	Pre-Development	23
The Aspire	Under Construction	33
The Blossom Apartments	Complete	48
The Monarch Apartments	Complete	77
The Villages at Hemet	Pre-Development	181
Thermal I Apartments	Complete	28
Thermal II Apartments	Complete	25
Thermal Specific Plan	Pre-Development	N/A
Thermal Villages	Pre-Development	400
Tierra Del Sol	Complete	76
Tres Lagos Apartments	Under Construction	225
Tyler Springs	Complete	273
Veteran Build Jurupa Valley	Pre-Development	26
Veterans Village	Complete	60
Victoria Springs	Complete	240
Villa de Josue Mobile Home Park	Complete	3
Villa Hermosa	Complete	252
Villa Siena/ Elsinore Hills	Complete	80
Villa Verde Apartments	Pre-Development	152
Vine Creek	Under Construction	60
Vineyards at Menifee	Complete	81
Viscar Terrace	Pre-Development	151
Vista De La Sierra	Complete	80
Vista Dorada (aka Ayres Hotel)	Complete	53
Vista Heights Apartments	Pre-Development	214
Vista Rio Apartments	Complete	39
Vista Rio	Pre-Development	157
Vista Sunrise II	Under Construction	61
Wildomar Cottages	Pre-Development	129
Wildomar Senior Leisure Apartments/ Independent Lvg	Complete	176
Wolff Waters Place	Complete	218

Data Source: Riverside County Housing and Workforce Solutions

Homelessness and HMIS Data

Every January, Riverside County conducts a homeless count; the most recent available data is for the count completed in January 2023. While the size of the homeless population may change throughout the year, the primary purpose of the count is to estimate how many homeless people are in Riverside County in general on any given day and gain demographic information about homelessness in Riverside County.

An interview or observational survey, or both, could be chosen by surveyors, based on the situation during the counts. Ideally, every homeless person would be interviewed, but this is not always possible because of safety concerns, language barriers, refusal, or other obstacles.

The Point-in-Time (PIT) Count, a snapshot of the homeless population taken on a single night, provides a comprehensive view of the homelessness situation in Riverside County. In 2023, the total count of homeless individuals was 3,725, marking a 12 percent increase from the previous year. While the overall count increased, the number of unsheltered individuals decreased by 8 percent to 2,441 persons. On the

other hand, the number of sheltered individuals saw a significant increase of 34 percent, totaling 1,284 persons.

When comparing the PIT Count by district, in District 1, there was a notable increase in homelessness. The total count rose to 1,138, a 37 percent increase from 2022. This was largely driven by a 98 percent increase in unsheltered individuals, despite a 12 percent decrease in sheltered individuals. In contrast, District 2 saw a decrease in homelessness, with the total count dropping to 372, a 36 percent decrease from the previous year. This decrease was observed in both unsheltered and sheltered individuals, which decreased by 43 percent and 13 percent, respectively. Like District 2, District 3 also saw a decrease in homelessness. The total count dropped to 337, a 35 percent decrease from 2022. Both unsheltered and sheltered counts decreased by 42 percent and 29 percent, respectively. In District 4, the total count of homeless individuals increased slightly to 1,161, a 6 percent increase from 2022. This was driven by a 12 percent increase in unsheltered individuals, despite a 4 percent decrease in sheltered individuals. Finally, District 5 saw a significant increase in homelessness. The total count skyrocketed to 717, a 148 percent increase from 2022. This increase was observed in both unsheltered and sheltered individuals, which increased significantly by 121 percent and 320 percent, respectively.

Table 49: Homeless PIT Count for Riverside County by Districts

District	Unsheltered, 2023	Unsheltered, % Change from 2022	Sheltered, 2023	Sheltered, % Change from 2022	Total, 2023	Total, % Change from 2022
District 1	742	98% Increase	396	12% Decrease	1,138	37% Increase
District 2	260	43% Decrease	112	13% Decrease	372	36% Decrease
District 3	131	42% Decrease	206	29% Decrease	337	35% Decrease
District 4	755	12% Increase	406	4% Decrease	1,161	6% Increase
District 5	553	121% Increase	164	320% Increase	717	148% Increase
Total	2,441	8% Decrease	1,284	34% Increase	3,725	12% Increase

Data Sources: 2023 Point-in-Time Count

Breaking down the PIT Count further in the table below, there were a total of 1,338 individuals identified by unconventional living situation while homeless. About 40 percent of these individuals were found on streets, in parks, or under bridges.

Other significant locations included vehicles (18.01%), encampments (16.74%), and tents or sheds (16.07%). Fewer individuals were found at bus stations, in tiny homes without basic amenities, or in abandoned buildings.

Table 50: Homeless PIT Count for Riverside County by Living Situation

Living Situation	Number	Percentage
Persons in Vehicles	241	18.01%
Persons in Encampments	224	16.74%
Persons in Tents/Sheds	215	16.07%
Persons on Streets, in Parks, or Under Bridges	539	40.28%
Persons at Bus Stations	12	0.90%
Persons in Tiny Homes (<i>without basic amenities</i>)	9	0.67%
Persons in Abandoned Buildings	97	7.25%
Other	1	0.07%
Total	1,338	100.00%

Data Sources: 2023 Point-in-Time Count

Looking at the demographic breakdown of the unsheltered homeless population in Riverside County, most of the homeless individuals identified in the PIT count were male (70.54%). In terms of race and

ethnicity, the largest group was White (68.54%), followed by Hispanic/Latino (37.16%) and Black/African American (15.57%).

In terms of age, most of the unsheltered homeless population was between 25 and 54 years old (68.37%). There were also significant numbers of individuals aged 55-61 (18.23%) and 18-24 (7.05%). Fewer individuals were aged 62 and above or under 18.

Table 51: Homeless PIT Count for Riverside County by Demographics

Demographic	Demographic Category	Number	Percentage
Male	Gender	1,722	70.54%
Female	Gender	701	28.72%
Transgender	Gender	4	0.16%
Gender Non-conforming	Gender	14	0.57%
Hispanic/Latino	Race/Ethnicity	907	37.16%
Black/African American	Race/Ethnicity	380	15.57%
White	Race/Ethnicity	1,673	68.54%
American Indian/Alaskan Native	Race/Ethnicity	70	2.87%
Asian	Race/Ethnicity	32	1.31%
Native Hawaiian/Pacific Islander	Race/Ethnicity	48	1.97%
Multi-Racial/Other	Race/Ethnicity	238	9.75%
Under 18	Age	13	0.53%
18-24	Age	172	7.05%
25-54	Age	1,669	68.37%
55-61	Age	445	18.23%
62+	Age	142	5.82%

Data Sources: 2023 Point-in-Time Count

Looking at specific subpopulations within the homeless community, trends differ from 2022 to 2023. The number of homeless veterans increased significantly, with a 31 percent rise from 2022 to 2023. Despite a decrease in the unsheltered count, the total number of homeless transition age youth (18-24) also increased by 27 percent. For seniors (62+), the total count increased by 12 percent, despite a decrease in the sheltered count. Lastly, for households with children, the total count increased by 6 percent, with both sheltered and unsheltered counts also increasing.

Table 52: Homeless PIT Count for Riverside County by Subpopulation

Subpopulation	Sheltered, 2023	Sheltered, % Change from 2022	Unsheltered, 2023	Unsheltered, % Change from 2022	Total, 2023	Total, % Change from 2022
Veterans	58	18% Increase	198	36% Increase	256	31% Increase
Transition Youth (18-24)	75	No Change	154	35% Decrease	229	27% Increase
Seniors (62+)	101	26% Decrease	156	47% Increase	143	12% Increase
Households with Children	132	11% Increase	11	22% Increase	257	6% Increase

Data Sources: 2023 Point-in-Time Count

Top 3 Primary Factors Contributing to Unsheltered Homelessness:

1. Family Disruption: 27%
2. Lack of Income: 19%
3. Unemployment: 12%

Top 3 Requested Services:

1. Housing Services
2. CalFresh & Cash Aid
3. Food Pantries

The following information was also gathered from those surveyed in Riverside County.

- 32 percent of surveyed individuals requested post-count services.
- 784 individuals were referred to services.
- 21 percent of unsheltered persons were experiencing first-time homelessness.

Point-in-Time Count Impact Report

The PIT Count also provides an “Impact Report” with the survey of the homeless population. The following data was derived from the PIT Count regarding Continuum of Care (CoC) FY 22-23 Individuals Served and current Homeless Funding and Programs for Riverside County.

During the period FY 2022-23, the CoC served a total of 14,388 unique individuals. This service included various programs aimed at addressing homelessness. The emergency shelter program enrolled 4,860 individuals, providing immediate temporary housing for those in need. The street outreach program reached out to 6,250 individuals, offering services directly to unsheltered homeless individuals.

There were 4,865 individuals enrolled into permanent housing, a critical step towards ending the cycle of homelessness. The SAR Encampment Response program enrolled 271 individuals, addressing the needs of those living in encampments. The homelessness prevention efforts, including HMIS & United Lift, impacted 10,080 persons, helping to stop homelessness before it starts. There are three main funding allocations for homeless programs in Riverside County listed in the 2023 PIT Count, each of which have a breakdown of recipients that receive a portion of those funds to provide various services and support for different populations of the homeless community. Encampment information was received from the CoC.

The CoC program has a total funding of \$62 million, which is distributed across various projects. The HUD CoC is one of the significant recipients with \$14.2 million allocated for 20 projects. The Homeless Housing, Assistance and Prevention grant program received \$9.7 million for 30 projects, California Emergency Solutions and Housing received \$1.4 million for 4 projects, Emergency Solutions Grant (ESG) and ESG-CV (CARES Act) received \$1.7 million for 4 projects, and the Housing and Homelessness Incentive Program received the highest funding of \$35 million for 31 projects.

The Riverside County Housing Authority receives total funding of \$87.7 million. The HUD-VASH program, which provides support for veterans, received \$6.8 million for 798 vouchers. The Mainstream program received \$1.8 million for 203 vouchers, the Family Unification Program received \$1.5 million for 180 vouchers, and the Housing Choice Voucher program received the highest funding of \$77.6 million for 9,068 projects.



HUD 2023 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report

Important Notes About This Data: This report is based on information provided to HUD by Continuums of Care in the 2023 Continuum of Care application and has not been independently verified by HUD. CoCs were instructed to collect data for a point-in-time during the last week of January 2023. The data presented in this report are limited to beds available for occupancy on the night of the count (beds under development are excluded). For inquiries about data reported by a specific Continuum of Care, please contact that jurisdiction directly. CoC contact information can be found on the HUD Exchange web site (<https://www.hudexchange.info/grantees/>). In some cases, a community may have listed a program in the Housing Inventory Count but did not provide sufficient information/detail for HUD to understand the number of beds/units available and the target population served. Those programs have been removed for the purposes of this report.

Emergency Shelter

Provider Name	Facility Name	Family Units ¹	Family Beds ¹	Adult-Only Beds	Child-Only Beds	Seasonal	Overflow / Voucher	Total Beds	Subset of Total Bed Inventory		
									Chronic Beds ²	Veteran Beds ³	Youth Beds ³
Alternative to Domestic Violence	Residential Shelter Program	16	16	0	0	0	0	16	n/a	0	0
City Net	ESG-CV2 ES MUR	0	0	32	0	0	0	32	n/a	0	0
City Net	City of Corona Emergency M	0	0	30	0	0	0	30	n/a	0	0
City Net	City Net Norco Emergency M	0	0	9	0	0	0	9	n/a	0	0
City Net	City Net ESG-CV Emergency	0	0	10	0	0	0	10	n/a	0	0
City of Banning	CoB Bryant Opportunity Villa	0	0	40	0	0	0	40	n/a	0	0
Coachella Valley Association of Governme	CVAG CVHF West Valley N	0	0	45	0	0	0	45	n/a	0	0
Coachella Valley Association of Governme	CVAG CVHF CESH 25 Fami	0	0	45	0	0	0	45	n/a	0	0
Coachella Valley Rescue Mission	CVRM Overnight Shelter	0	0	220	0	0	0	220	n/a	0	0
Department of Public Social Services	DPSS Emergency Shelter	28	96	0	0	0	0	96	n/a	0	0
Department of Public Social Services	State HDAP Emergency Tem	0	0	32	0	0	0	32	n/a	0	0
Galilee Center	Galilee Center Shelter 2022	0	0	25	0	0	0	25	n/a	0	0
HWS-Housing Authority Division	Project Roomkey: Non-Congr	0	0	12	0	0	0	12	n/a	0	0
Illumination Foundation	Illumination Foundation HHA	0	0	50	0	0	0	50	n/a	0	0
Martha's Village & Kitchen Inc.	MVK Renewing Hope Emerg	24	90	40	0	0	0	130	n/a	0	0
Mercy House	Mercy House ESG-CV CoR E	0	0	23	0	0	0	23	n/a	0	0
Operation Safe House	OSH Safe House Desert Emer	0	0	0	12	0	0	12	n/a	0	12
Operation Safe House	OSH SafeHouse Main STAY	0	0	4	0	0	0	4	n/a	0	4
Operation Safe House	OSH Safe House Riverside E	0	0	0	12	0	0	12	n/a	0	12
Path of Life Ministries Inc	POL Year Round Emergency	0	0	90	0	0	0	90	n/a	0	0
Path of Life Ministries Inc	POL Cold Weather Emergenc	0	0	0	0	40	40	80	n/a	0	0
Path of Life Ministries Inc	POL Family Emergency Shelt	1	46	0	0	0	0	46	n/a	0	0
Project Touch	Project Touch Emergency She	5	11	24	0	0	0	35	n/a	0	0
Riverside University Health System-Beha	Hotel/Motel Voucher Program	1	3	52	0	0	0	55	n/a	0	0
Riverside University Health System-Beha	ESG-CV2 ES RUHSBH	4	15	35	0	0	0	50	n/a	12	0
Social Work Action Group	The Anchor	0	0	14	0	0	0	14	n/a	0	0
The Salvation Army	The Salvation Army ESG-CV	0	0	15	0	0	0	15	n/a	0	0
Valley Restart Shelter Inc.	Valley Restart Emergency Sh	13	46	3	0	0	0	49	n/a	0	0

¹HUD's point-in-time count does not include persons or beds in Permanent Supportive Housing as currently homeless.
²Other Permanent Housing (OPH) - consists of PH - Housing with Services (no disability required for entry) and PH - Housing Only, as identified in the 2022 HMIS Data Standards.
³Family Units and Family Beds categories include units and beds for households with one adult and at least one child under age 18.
⁴Chronic Beds include beds in Permanent Supportive Housing dedicated to serve chronically homeless persons.
⁵Veteran Beds and Youth Beds, respectively, include beds dedicated to serve homeless veterans and their families, and include beds dedicated to housing homeless youth age 24 and younger.

Wednesday, December 6, 2023

Lastly, HCD has a total funding of \$320.7 million. The Homekey program, which provides permanent housing solutions, received \$20 million for 183 housing units. Community Development Block Grant (CDBG), ESG, and ESG-CV received \$8.7 million for 25 projects. County Funding received the highest funding of \$236.9 million for 1,808 housing units, and United Lift received \$55.1 million for 8,111 households.

The number of homeless persons, the high cost of housing, and the number of people living in poverty combine to create a very serious situation. This combination of circumstances exacerbates the problem of finding suitable and affordable housing for homeless and at-risk families. In general, the homeless population in Riverside County is concentrated around urbanized cities where homeless services and transportation are readily accessible.

Riverside County Encampment Information, CoC

D	E	F	G	H	I	J	K
Encampment	Park	Street	Tent/Shed	Tiny Home (without basic amenities)	Under Bridge	Vehicle	Other
1	0	13	3	0	0	4	0
2	0	9	10	0	0	3	0
7	4	15	5	1	2	5	0
0	0	0	0	0	1	4	0
2	3	7	4	0	2	4	0
5	3	12	16	2	0	6	0
3	2	21	4	0	0	5	0
15	0	11	5	0	0	15	0
0	0	1	0	0	0	1	0
7	2	42	12	0	4	6	0
23	5	21	12	0	3	7	0
29	0	3	5	0	0	18	0
0	0	1	0	0	0	1	0
13	3	14	1	0	2	16	0
3	1	6	1	0	1	5	0
4	2	25	4	0	1	16	0
2	1	3	4	0	1	11	0
0	0	4	1	0	0	3	0
2	0	14	3	0	2	10	0
15	4	40	26	0	3	5	1
8	1	15	14	0	1	15	0
0	0	1	0	0	0	2	0
31	21	116	38	2	6	9	0
23	2	20	9	0	3	7	0
7	0	17	0	0	2	7	0
0	0	1	0	0	0	8	0
9	1	3	9	1	0	18	0
2	0	0	9	0	0	2	0
3	0	1	4	1	0	3	0
4	1	4	6	0	1	16	0
4	0	8	10	2	0	9	0
224	56	448	215	9	35	241	1

8. Disability and Access

People with disabilities have special housing needs because of their fixed income, higher health costs, and need for accessible and affordable housing. According to 2022 ACS data, 1.7 percent of Riverside's residents between the age of 18 to 64 years have a physical disability, while 12.4 percent of the 65 years and over population have a physical disability.

Population Profile

The table below offers a comparative analysis of the prevalence of various types of disabilities within a Jurisdiction and a Region. In both areas, the most common type of disability is ambulatory difficulty, affecting 6.28 percent of individuals. This is followed by cognitive difficulty, which affects 4.24 percent of individuals in the Jurisdiction and 4.42 percent in the Region.

Independent living difficulty is slightly more prevalent in the Region (4.56%) than in the Jurisdiction (4.53%). Hearing difficulty affects a slightly larger percentage of individuals in the Jurisdiction (3.47%) than in the Region (3.18%), while vision difficulty is almost equally prevalent in both areas (2.23% in the Jurisdiction and 2.27% in the Region). Self-care difficulty is also among the least common, affecting 2.61 percent of individuals in the Jurisdiction and 2.70 percent in the Region.

Table 53: Disabilities by Type (Jurisdiction/Region)

Disability Type	Jurisdiction, Number	Jurisdiction, Percentage	Region, Number	Region, Percentage
Hearing difficulty	29,063	3.47%	127,499	3.18%
Vision difficulty	18,648	2.23%	90,935	2.27%
Cognitive difficulty	35,514	4.24%	177,272	4.42%
Ambulatory difficulty	52,540	6.28%	251,925	6.28%
Self-care difficulty	21,843	2.61%	108,412	2.70%
Independent living difficulty	37,914	4.53%	182,947	4.56%

Data Sources: 2020 AFFH Mapping and Data Tool

Figure 51: Percent of Population with a Disability (Jurisdiction)

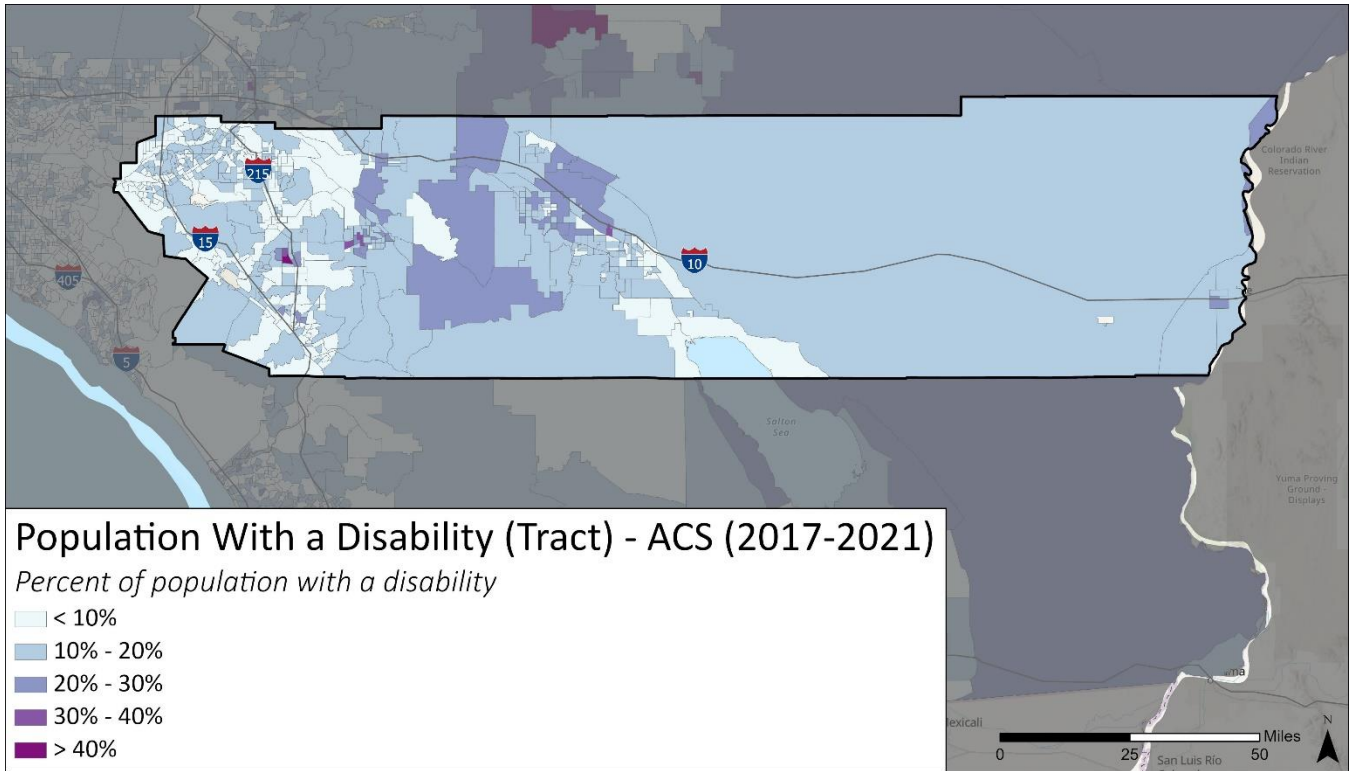


Figure 52: Percent of Population with a Disability (Region)

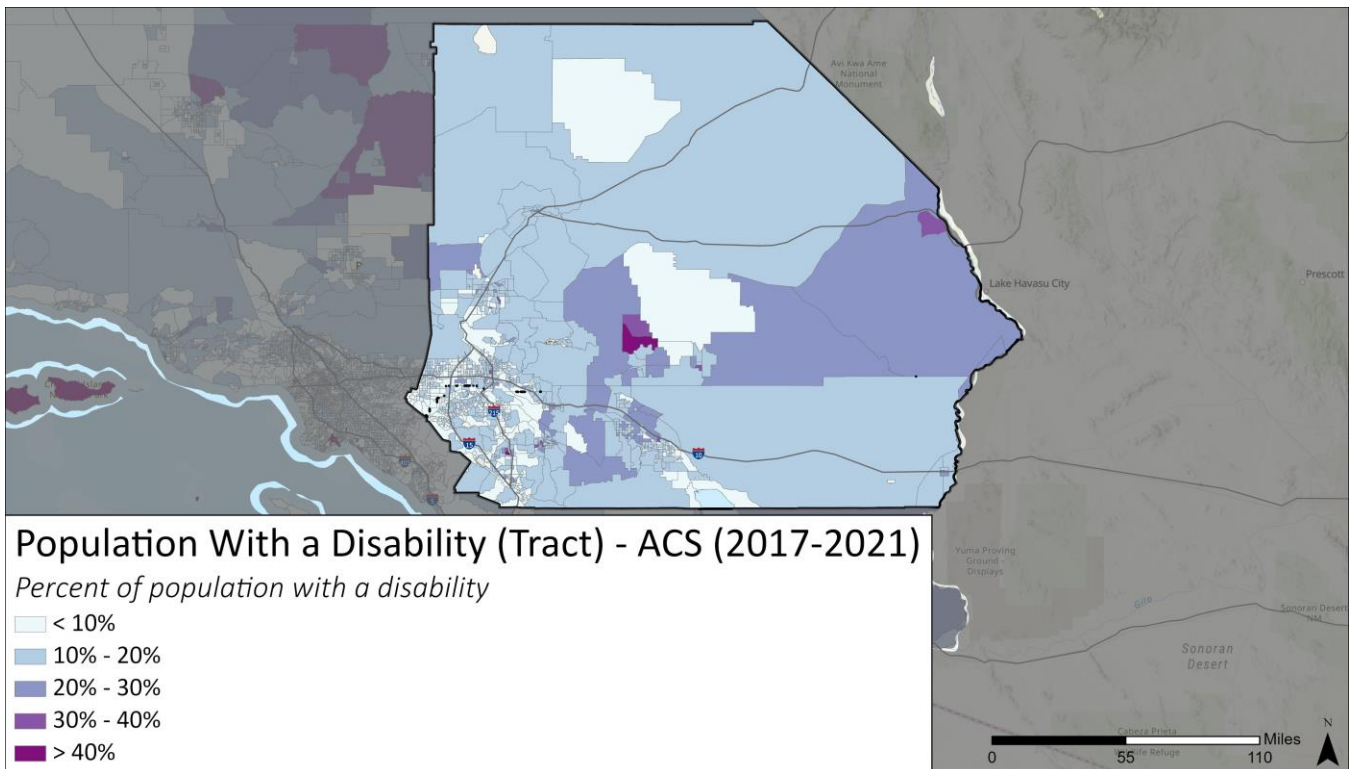


Table 54 offers a comparative analysis of the prevalence of disabilities across different age groups within a Jurisdiction and a Region. In both areas, the age group with the highest percentage of individuals with disabilities is the 18-64 age group, with 6.10 percent in the Jurisdiction and slightly more at 6.20 percent in the Region. The 65+ age group follows closely, with 4.91 percent in the Jurisdiction and 4.63 percent in the Region. The 5-17 age group has the lowest percentage of individuals with disabilities, with 0.86 percent in the Jurisdiction and slightly more at 0.92 percent in the Region.

Table 54: Disabilities by Age (Jurisdiction/Region)

Age Group	Jurisdiction, Number	Jurisdiction, Percentage	Region, Number	Region, Percentage
Age 5-17 with Disabilities	7,200	0.86%	36,949	0.92%
Age 18-64 with Disabilities	51,038	6.10%	248,698	6.20%
Age 65+ with Disabilities	41,108	4.91%	185,646	4.63%

Data Sources: 2020 AFFH Mapping and Data Tool

Housing Accessibility

People with physical disabilities may have a particularly difficult time locating accessible housing that is both available and affordable within the Housing Choice Voucher payment standard guidelines. HUD rules require that PHAs be able to aid locating accessible units. However, in practice this “assistance” is often just a listing of a handful of accessible units in the community—which may not be vacant.

Agencies that provide services to people with physical disabilities—such as local Independent Living Centers—may be a valuable resource for locating housing with accessibility features. It is important to note that because of federal fair housing laws, more new units of housing that are easily adaptable to meet the needs of people with disabilities are being developed each year.

Assistance from disability organizations can greatly improve the likelihood that the voucher holder will be successful in locating appropriate housing and moving in. For example, agencies that provide services to people with physical disabilities—such as local Independent Living Centers—may be a valuable resource for locating housing with accessibility features.

Substantially rehabilitated rental housing with four or more units first occupied on or after March 13, 1991, must be designed to include:

- At least one building entrance on an accessible route.
- Public and common use areas that are readily accessible and useable by people with disabilities.
- Doorways into and throughout the building wide enough to allow passage by someone in a wheelchair.
- Dwelling units with:
 - Accessible routes into and through the units.
 - Light switches, outlets, and thermostats in accessible locations.
 - Reinforcement in the bathroom walls to allow later installation of grab bars.
 - Kitchens and bathrooms in which a person with a wheelchair can maneuver.

The Riverside County Housing Authority is committed to adhering to all laws and regulations that promote non-discrimination and accessibility in federally funded housing and non-housing programs for individuals with disabilities. This includes compliance with Section 504 of the Rehabilitation Act of 1973, the ADA, the Architectural Barriers Act of 1968, and the Fair Housing Act of 1988.

The Community Access Center (CAC) is a nonprofit organization that serves as a resource, advocate, and educator for Riverside County residents with disabilities. It is one of 29 similar programs across California. Since its inception, the CAC has gained community recognition and expanded its services significantly.

The CAC operates based on several key principles:

- Policies and programs are primarily developed, directed, and delivered by people with disabilities.
- Services are provided on a cross-disability basis.
- The agency operates as a nonresidential, nonprofit organization.

The need for independent living services in Riverside County was recognized back in 1986 when the Department of Rehabilitation adopted a State Independent Living Plan. Funds were provided to the Dayle MacIntosh Center to operate a branch office in Riverside. This office helped consumers acquire and use adaptive devices or equipment and assessed their unmet independent living needs. Due to the high demand for extended services, additional funding was allocated within months to provide core independent living services to consumers in Riverside County.

The CAC offers a range of services to the disabled community of Riverside County. One of its key services is the Independent Living Center, which assists individuals with physical disabilities residing in institutional settings to regain their independence within the community. The level of assistance varies based on individual needs and resources and includes case management, financial assistance, and help in locating affordable and accessible housing.

In addition to these services, the CAC maintains a Housing Registry, updated as of 2021, that includes a detailed list of 179 accessible housing units located in Riverside County.

Table 55: Accessible Housing on the CAC Housing Registry (Jurisdiction)

City	Units	City	Units
Banning	2	March Air Reserve	1
Beaumont	1	Mecca	1
Bermuda Dunes	1	Menifee	3
Blythe	5	Moreno Valley	22
Cabazon	3	Murietta	1
Cathedral City	4	Palm Springs	7
Corona	2	Perris	6
Desert Hot Springs	18	Rancho Mirage	3
El Sobrante	1	Riverside	33
Hemet	37	San Jacinto	9
Indio	7	Sun City	1
Jurupa Valley	2	Temecula	1
La Quinta	2	Thousand Palms	1
Lake Elsinore	2	Wildomar/Winchester	3

Data Sources: CAC Housing Registry

Access to Publicly Supported Housing

The Riverside County Housing Authority provides a comprehensive overview of the statistics of PHAs by city for disabled persons in Riverside County. In the top five, Riverside has the highest total number of individuals with 3,806, of which 1,025 are waitlisted and 2,781 are currently housed. Hemet follows with a total of 2,327 individuals, with 799 waitlisted and 1,528 currently housed. Moreno Valley has a total of 1,905 individuals, with 376 waitlisted and 1,529 currently housed. Corona has a total of 936 individuals, with 188 waitlisted and 748 currently housed. Lastly, Palm Springs has a total of 796 individuals, with 231 waitlisted and 565 currently housed.

The waiting list for the Housing Authority operates on a first-come, first-serve basis. Per the Housing Authority's website, the selection criteria for applicants on the list include jurisdiction, family size, vacancies, and funding availability. An application is then sent to a resident atop the list, who has a specified time limit to fill out the application and return it to the Housing Authority.

Upon granting eligibility, the applicant will be referred to a housing site where there is a corresponding vacancy, or the applicant can choose to place his or her name on a senior housing waiting list, if applicable.

Table 56: Statistics of PHAs by City for Disabled Persons (Jurisdiction)

City	Waitlisted	Currently Housed	Total
Banning	60	253	313
Beaumont	53	193	246
Blythe	24	102	126
Calimesa	2	37	39
Canyon Lake	0	31	31
Cathedral City	158	327	485
Coachella	11	112	123
Corona	188	748	936
Desert Hot Springs	173	459	632
Eastvale	0	87	87
Hemet	799	1,528	2,327
Indian Wells	9	24	33
Indio	162	557	719
Jurupa Valley	101	157	258
La Quinta	56	112	168
Lake Elsinore	111	428	539
Menifee	53	358	411
Moreno Valley	376	1,529	1,905
Murrieta	96	403	499
Norco	14	80	94
Palm Desert	63	218	281
Palm Springs	231	565	796
Perris	131	635	766
Rancho Mirage	37	50	87
Riverside	1,025	2,781	3,806
San Jacinto	129	465	594
Temecula	57	345	402
Wildomar	35	118	153
Total	4,154	12,702	16,856

*A family is considered disabled when the Head of Household is disabled.
Data Source: Riverside County Housing Authority, 2024.*

Integration of Persons with Disabilities

The figure below shows disabled residents in the Jurisdiction and Region with R/ECAPs. The maps show there are disabled residents distributed throughout the Jurisdiction and Region's R/ECAPs; however, more disabled residents are located outside the R/ECAPs areas than within.

Figure 53: Hearing, Vision, and Cognitive Disabilities in R/ECAPs (Jurisdiction)

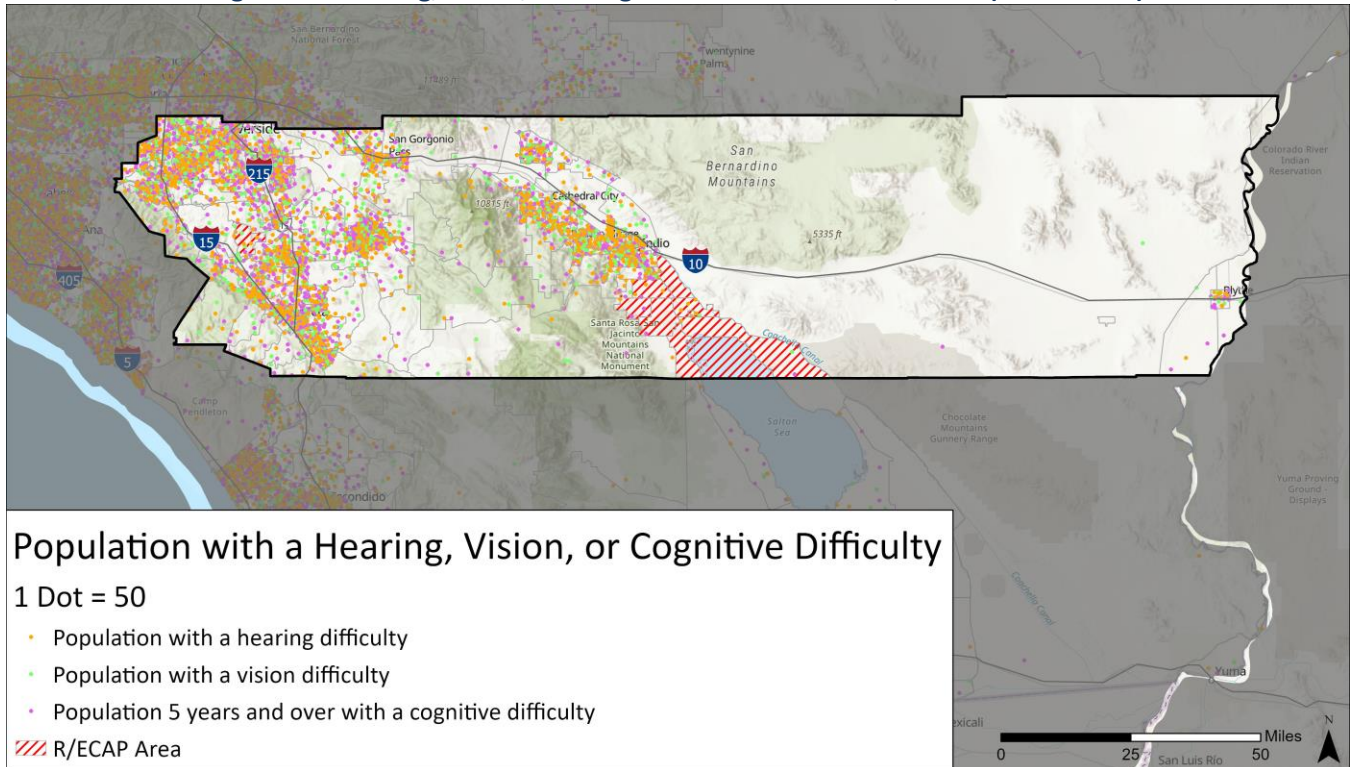


Figure 54: Ambulatory, Self-care, and Independent Living Disabilities in R/ECAPs (Jurisdiction)

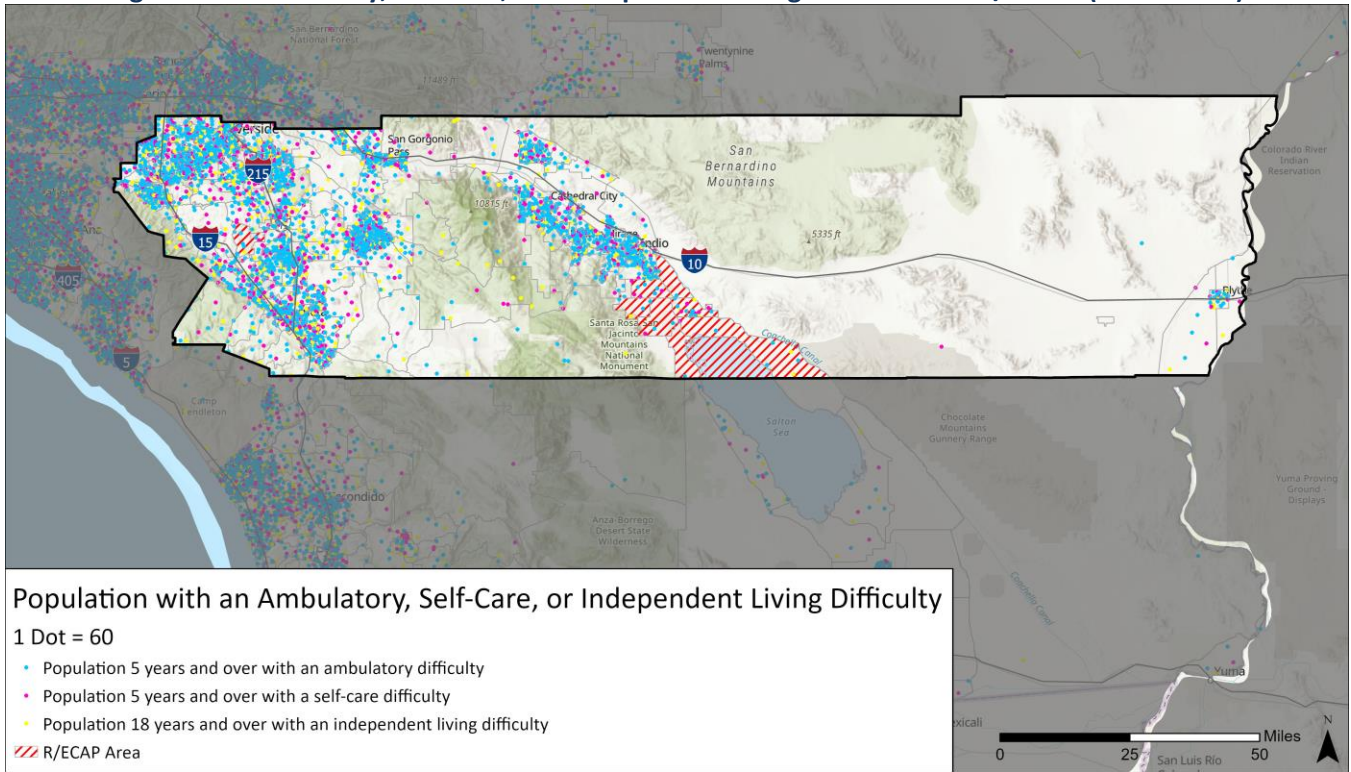


Figure 55: Hearing, Vision, and Cognitive Disabilities in R/ECAPS (Region)

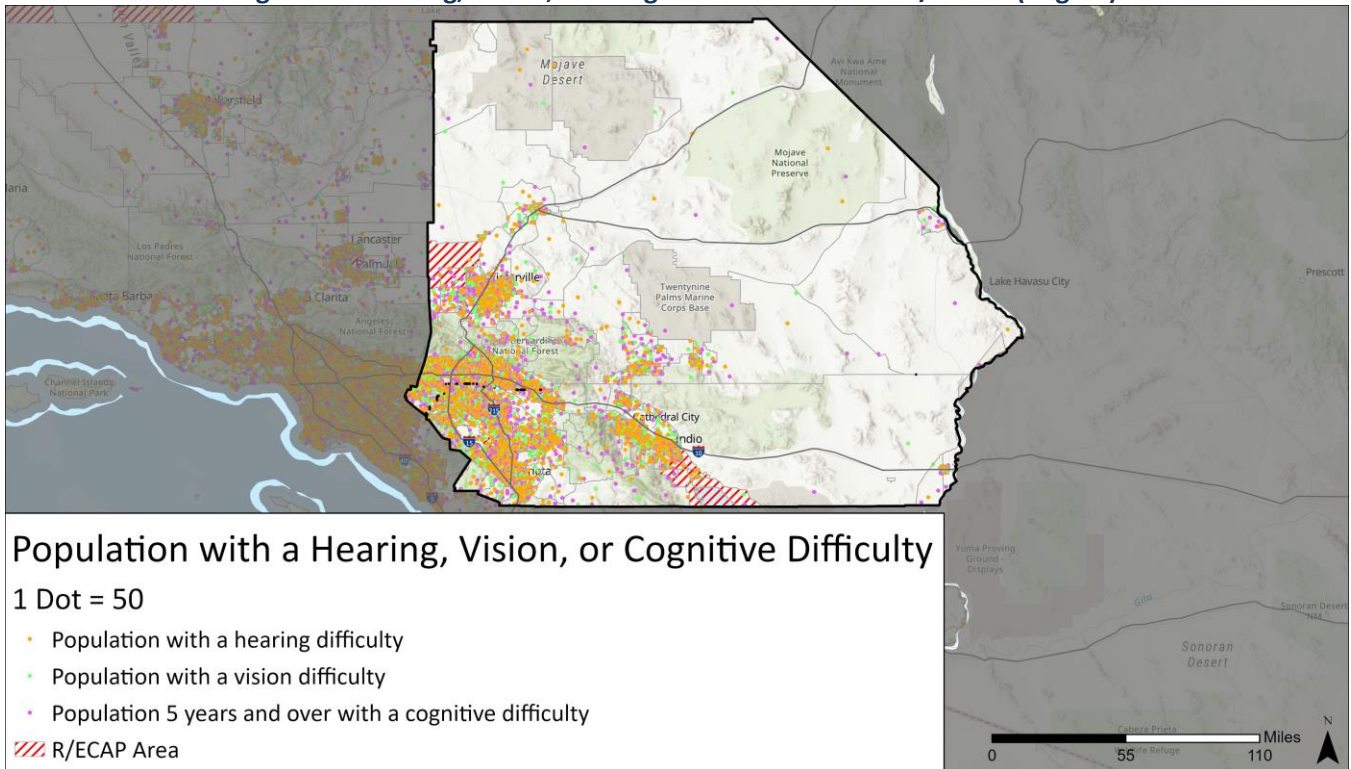
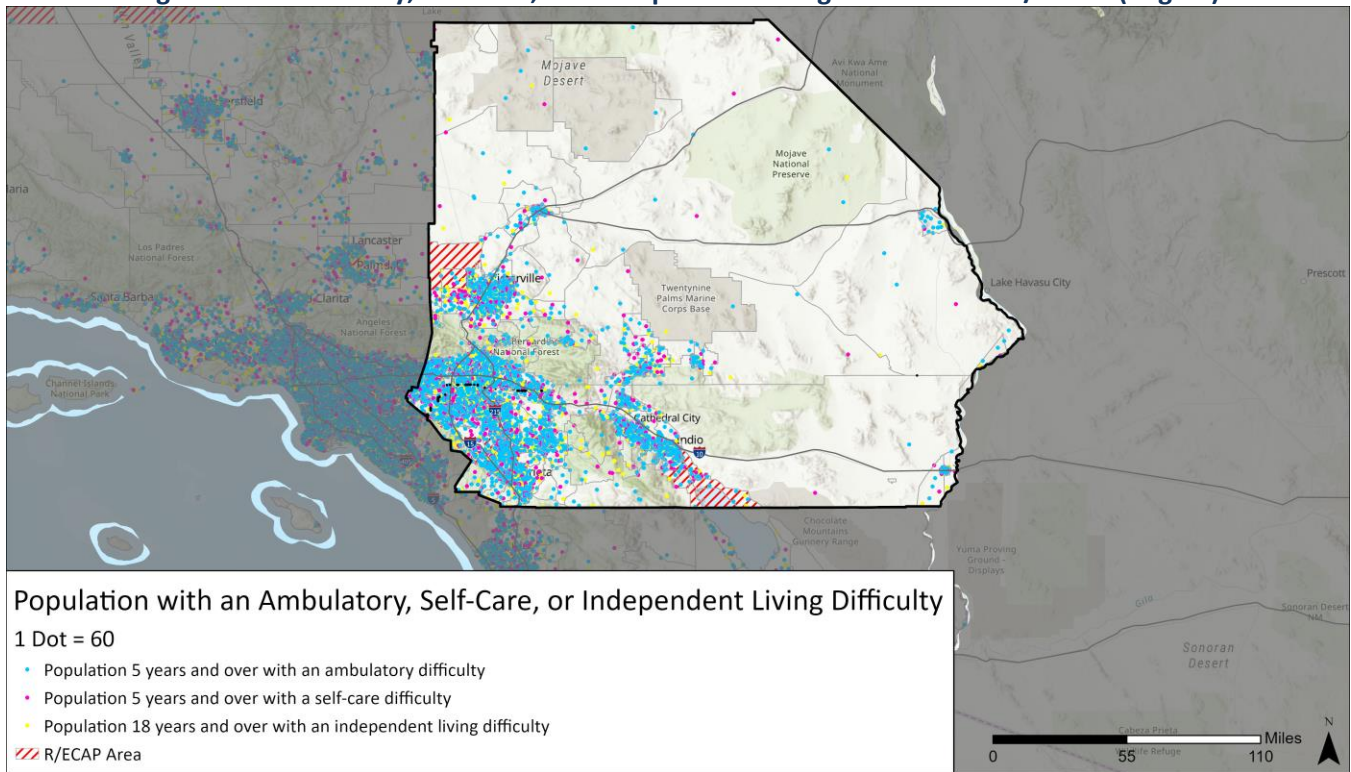


Figure 56: Ambulatory, Self-Care, and Independent Living Disabilities in R/ECAPs (Region)



Disproportionate Housing Needs

Certain residents have more difficulty finding decent and affordable housing or receiving fair housing treatment due to special circumstances. These circumstances may include employment and income, family type, disability, or other characteristics.

According to the California Department of Social Services, there are hundreds of residential and day facilities to serve elder and adult residents of Riverside County. These include the following:

- 459 residential elder care facilities with a capacity to serve 10,168 people
- 37 adult day facilities with a capacity to serve 2,459 people
- 304 adult residential facilities with a capacity to serve 1,743 people
- 5 community crisis homes or social rehabilitation facilities with a capacity to serve 65 people
- 76 licensed home care agencies providing service throughout the County

However, the cost of such facilities is out of range for many seniors. While Medi-Cal covers the cost of residential care for some who qualify, others could maintain their independence longer in thoughtfully designed senior public assisted housing that offers case management, meal services, and transportation to and from doctors' offices, grocery stores and senior centers, as well as other on-site programs designed to prevent social isolation.

Still others, with targeted intervention and support, could be helped, in the parlance of social service professionals, to “age in place,” within their own homes. For many, the capacity to maintain their own residence requires assistance with deferred home repairs and maintenance, especially with costly major repairs such as roofs, HVAC systems and water heaters, as well as with necessary retrofits to accommodate ambulatory and other disabilities.

Disparities in Access to Opportunity

Government Services and Facilities. Ensuring that buildings are accessible to people with disabilities is an important way to improve fair housing. However, the rigid adherence to non-essential codes may indirectly create discriminatory impacts on people with disabilities. Due to this reason, the County has adopted a reasonable accommodation procedure in its Zoning Ordinance No. 348 to address situations where exceptions would be prudent.

The County’s building code requires that all new residential construction meet the federal ADA requirements and that a minimum percentage of units in new developments are built to be fully accessible to persons with disabilities. While compliance with the ADA is found to increase the cost of housing production, these minimum standards ensure the development of accessible housing. The County uses federal funds for a host of housing programs. The use of federal funds for a project means that the project must meet federal accessibility guidelines that accommodate people with disabilities.

For new construction and substantial rehabilitation, at least 5 percent of the units must be accessible to persons with mobility impairments and an additional 2 percent of the units must be accessible to persons with sensory impairments. New multiple-family housing must also be built so that:

- The public and common use portions of such units are readily accessible to and usable by disabled persons.
- The doors allowing passage into and within such units can accommodate wheelchairs.
- All units contain adaptive design features.

Section 804(f)(3)(C) of the Fair Housing Act does not require that the design, construction, and alteration of housing units incorporate, wherever practical, the concept of visibility. This recommendation is in addition to requirements of Section 504 and the Fair Housing Act. Recommended construction practices include wide enough openings for bathrooms and interior doorways and at least one accessible means of egress/ingress for each unit. To address these standards, Title 24 of the California Code of Regulations incorporates the latest accessibility standards promulgated by the state and federal government.

Transportation. Three transit agencies operate in Riverside County to serve residents: Riverside Transit Agency in the western county, SunLine Transit Agency in the Coachella Valley, and Palo Verde Valley Transit Agency in the Palo Verde Valley.

Riverside Transit Agency offers Dial-A-Ride, an origin-to-destination advanced reservation transit service for seniors and persons with disabilities. However, the service is only available for stops within three-quarters of a mile of a local fixed route, which may present limitations for residents of some unincorporated communities.

SunLine provides local connections in and between Desert Edge, Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Indian Wells, Palm Desert, Bermuda Dunes, La Quinta, Oasis, Mecca, North Shore, Thermal, Coachella, Indio, and Thousand Palms. The SunDial Paratransit Service and SunRide are on-demand services to increase accessibility for residents. SunDial provides an origin-to-destination shared-ride transit service for people who are unable to use the fixed-route system because of a disability; the service also offers door-to-door assistance for riders in need of this support.

SunDial is only available within three-quarters of a mile of a local fixed route. SunRide is a weekday micro transit service that riders can use to call a vehicle to pick them up within designated zones and be connected to a fixed route or destination. This service helps close the gap between the SunDial service area and residents farther than three-quarters of a mile from a fixed route.

SunLine also offers taxi vouchers to seniors over the age of 60 and persons with disabilities and provides a free Travel Training Program for seniors, persons with disabilities, group homes, or other special needs persons interested in learning how to ride the bus system.

The Palo Verde Valley Transit Agency provides bus service within the City of Blythe as well as to Palo Verde College, Ehrenberg, Ripley, Mesa Verde, and the California State Prisons of Ironwood and Chuckawalla Valley. The Palo Verde Valley Transit Agency also offers the Desert RoadTRIP Program, which provides transportation by volunteer drivers to seniors, persons with a disability, and low-income passengers in Desert Center, southern Palo Verde Valley, or resort communities along Highway 95 that do not live near public transit.

Despite the far reaches of these transit agencies, there is still a discrepancy in access to transit for many small unincorporated communities, especially residents with disabilities.

Reasonable Accommodations. Section 504 requires that PHAs provide “reasonable accommodation” in rules, policies, practices, or services to people with disabilities, including those policies in a PHA’s Housing Choice Voucher Program. People with disabilities can have difficulty with the complex and bureaucratic requirements associated with the Housing Choice Voucher Program. For example, people with disabilities may need assistance in completing the application process, searching for housing, and submitting the necessary paperwork.

PHAs are required to provide this assistance under the provisions of Section 504 of the Rehabilitation Act of 1973. Under Section 504, every Housing Choice Voucher disabled household has the right to request a reasonable accommodation. In addition, PHAs are required to inform Housing Choice Voucher households of this right.

This does not mean that the PHA must grant any accommodation requested. The PHA may decide that some requests are “unreasonable” or may suggest a different solution to the problem. PHA’s decisions about what is “reasonable” are sometimes based on previous HUD decisions regarding reasonable accommodation requests.

The Housing Authority encourages individuals with disabilities who require special accommodations to inform a Housing Authority employee of their needs. The application forms for Housing Choice Voucher and public housing programs include a section for applicants to specify any required accommodations.

The agency strives to make housing assistance programs accessible to those with disabilities, unless doing so would impose an undue burden.

In 2001, the State Office of the Attorney General issued a letter encouraging local governments to adopt a reasonable accommodation procedure.⁹ HCD has also urged the same. The Fair Housing Act and California Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation when such accommodation may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling. The State Attorney General also provided guidance on the preferred procedure.

Section 1.12 of the Ordinance specifies the County's Reasonable Accommodation procedure relative to land use and zoning regulations to benefit persons with disabilities who seek equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act. The procedure is ministerial in nature, with requests for reasonable accommodation made by a person with a disability using an application form provided by the Planning Department.

The request for a modification or exception to the requirements or standards for the siting, development, and use of housing or housing-related facilities to eliminate a regulatory barrier and provide a person with a disability with equal opportunity to secure or maintain housing of their choice is reviewed by the Planning Director in consultation with the Office of County Counsel within 45 days of the request, following objective criteria. A notice of determination is made in writing to the applicant and an appeals process is specified within the ordinance.

9. Assessment of Fair Housing Outreach

Section 65583 of the Government Code states that, "The local government shall make diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort." Meaningful community participation is also required in connection with the County's Assessment of Fair Housing (AFH) report. A summary of citizen participation is provided below.

The Riverside County Housing and Workforce Solutions (HWS) and Housing Authority of Riverside County engaged in a public participation strategy that was designed to maximize meaningful input from all areas of the community. This included an analysis of potential participation gaps and identification of individuals and groups that might help address those gaps. Areas of emphasis for soliciting input included the development of a stakeholder list.

Roughly 300 stakeholders were individuals selected based on their backgrounds including work in the following sectors: employment, education, disabilities, legal, human services, veteran services, community and regional planning, finance, affordable housing, homelessness, and community services. These stakeholders were notified via direct email about the AFH and were provided opportunities for participation via four stakeholder meetings.

The AFH outreach program consisted of stakeholder forums, attendance at Supervisor District meetings, promotional tools including District website and newsletter postings, County and Housing Authority website postings, display flyers at public housing complexes, AFH Countywide Survey, weekly AFH Committee meetings, 30-day public comment period, and Supervisor public hearing.

The outreach program included a series of 10 project promotional emails connecting with 300 stakeholders to help identify Riverside County housing issues. Four Supervisor District meetings or Municipal Advisory Committee meetings were held, promoting the project to an estimated 85 community members, which Michael Baker International also attended. A total of 35 stakeholders participated in four virtual focus group meetings held in March 2024; stakeholders that could not participate at the meetings completed a stakeholder survey. Community residents were asked to complete the AFH Countywide Survey from March 2024 through May 2024. Community residents, cooperating jurisdictions, and HUD entitlements were asked to review and provide AFH comments during a 30-day public comment period from May 2024 to June 2024.

Stakeholder Focus Group Meetings

Focus group feedback was solicited from 248 stakeholders comprising 16 consultants, 64 social service industry representatives, 164 housing industry representatives, and 4 individuals from the lending industry.

These stakeholder meetings were coordinated to obtain feedback from subject matter experts in consulting, housing, social services, lending, and other supportive services. A total of 35 stakeholders working in the housing industry, social services, government, lending, community-based organizations and supportive service providers provided input across four focus group meetings held in March 2024.

Recommended Top Housing Needs Categories

- Affordability, landlord accountability, and balanced laws.
- Investigating and enforcing discrimination complaints.
- The need for increased and expanded educational and outreach efforts.
- Financing programs i.e., Project Based Vouchers and County HOME, Low Income Tax Credit, housing services that serve populations such as US veterans, which aid in obtaining and sustaining housing.

Top Contributing Factors to Housing Issues

- Housing Stock
 - The existing shortage of supply driven by poor public policy decisions.
- Housing Costs/Income/Wages
 - Rents are too high and are not capped through rent control.

STAKEHOLDER QUESTIONS

1. What type of organization are you from?
2. What programs do you feel are the most effective in addressing fair housing?
3. How does your agency ensure fair housing?
4. In your opinion, what are the top contributing factors to housing inequity?
5. In your opinion, what are the top housing priorities that should be addressed in the county?
6. How can the County take meaningful actions to address housing priorities?

- Inflated costs of living, inadequate wages, and wage stagnation.
- Wealth and income inequity.
- The most prevalent sectors in the area (logistics, healthcare, leisure/hospitality, education, agriculture) do not pay enough.
- Inadequate Outreach
 - The community lacks education about the importance of affordable housing and there are an insufficient number of educational opportunities.
- Discrimination
 - Discrimination is prevalent based on race and disability.
 - Historical redlining and inequitable access to capital, quality schools, and jobs.
- Development
 - Insufficient funding opportunities for developers of all housing types.
 - Insufficient capital investment opportunities as well as insufficient low and moderate resource communities for all housing types.
 - Limitations within funding programs.
 - Lack of government streamlined policies that expedite development.
- Lending
 - Challenge of finding lenders who will work with the multiple layers of subordinate financing, which is often necessary for affordable homeownership.
 - Unfair lending practices.
 - Need for increased private equity.
 - Need for increased investment opportunities in single-family homes.
 - Lack of affordable housing, restrictions due lack of understanding or knowledge of programs.

Top Fair Housing Priorities

- Provide housing to homeless individuals and/or families.
- Address homelessness.
- Increase senior and family housing.
- Address insufficient housing supply.
- Establish a streamlined approval process, safeguards for temporary gaps, and an easier approval processes to navigate on both the consumer and builder side.
- Provide increased project-based Housing Choice Vouchers.
- Support affordable housing developers via soft-capital funding.
- Use creative funding vehicles that can allow funds to be recycled (Catalyst Fund).

- Prevent the increase of unhoused households by providing funding for affordable housing.
- Develop more low- and middle- income housing stock.
- Permanent Supportive Housing (PSH) and Vouchers.
- Enable fast-tracking of affordable/mixed-income housing developments.
- Assist more at-risk families and individuals (PSH, veterans, senior, low income, and middle income).
- Increase low- and middle-income family, senior, and farmworker housing financing programs and funds.
- Create more opportunities for first-time homebuyers with more down payment assistance programs as well as affordable housing and reentry to society programs.
- Establish rent control.
- Increase inclusionary housing.

Stakeholder Fair Housing Recommendations

- Hire property management firms that receive training to make sure fair housing policies are implemented.
- Ensure that fair housing language is included in regulatory agreements for government-funded projects.
- Encourage property owners, property management companies, and housing providers to adhere to Housing First practices and principles and that these priorities are embedded in outreach, lease up and management.
- Monitoring and review of tenant selection policies and marketing plans to ensure that they are following Senate Bill (SB) 1380 and adhere to AFFH guidelines and Housing First principles.
- Ongoing efforts to informing the public on fair housing laws and rights is encouraged through education outreach.
- Continued implementation and incorporating of Affirmative Fair Housing Marketing Plans.
- Encourage collaboration amongst multiple housing and supportive service providers.
- Hire property management companies that ensure fair housing practices are implemented during lease up and long-term rental operations.

Recommendations for Meaningful Actions to Address Housing Priorities

- Provide more soft monies towards the development of additional affordable housing projects. Feedback included the suggestion that there be a minimum of 25 percent of total development cost as soft monies from local jurisdiction to be competitive for tax credits.
- Expand supply, require affordable units in all new developments, solve Housing Choice Voucher waitlists.

- Continue to convene stakeholders like this. Consider a tax increment program to support meaningful affordable housing financing.
- Put as much construction money as possible into as many projects as possible.
- Prioritize projects with connections to healthcare and childcare.
- More funding for legal aid orgs.
- Identify County-owned land that is suitable for housing development, announce the sites to the development community, and release RFPs to develop that land with capital and vouchers included.
- Enable access to funds like rental/down payment assistance, increase funding for education and outreach services, change in policies that would streamline development/contractors of affordable housing.
- Fund opportunities and technical assistance to identify additional sources.
- Create political will and positive messaging regarding affordable housing for the Community.
- Develop more inclusionary housing.
- Continue to provide funding and incentives for more housing production of affordable and market rate units.
- Decrease red tape for development.
- Increase funding of first-time home buyers' programs.
- Increase collaboration with cities tribes and other key stakeholders.
- Provide more vouchers in early predevelopment.
- Consider using County-owned land within the Notices Of Funding Availability process.
- Increase funding for outreach and education as well as down payment assistance.
- Implement changes in policy that will streamline the approval process for affordable housing contractors.
- Increase outreach to the Palm Springs Section 14 survivors and descendants to understand and address their reparations and housing needs.
- Collaborate with cities to identify opportunity sites.
- Expedite entitlement and provide gap funding.
- Decrease the number of commercial properties.
- Work with cities to streamline process.

Programs that Stakeholders Felt Were the Most Important

- Housing Choice Voucher.
- Affordability, landlord accountability, balanced laws.

- Investigating and enforcing discrimination complaints.
- Educational and outreach efforts.
- HOME, CDBG, and PBV.
- Housing First practices for PSH units.
- Financing programs, i.e., Project Based Vouchers and County HOME
- LIHTC program,
- Working with USVETS
- Hire property management firms that receive training to make sure fair housing policies are implemented.
- Fair housing is required in regulatory agreements for government-funded projects.

Stakeholders indicated that within their organizations, they promoted and ensured that fair housing compliance was implemented in the following practices: ensuring quality contracting, implementing strong policies, lending in underserved communities, providing fair housing awareness training of staff, and ensure that everyone in the Coachella Valley, regardless of race, ethnicity, immigration status, and income has an affordable place to live. Agencies also promote fair housing through education and outreach, counseling services, and testing, investing in low- and moderate-resource communities for all housing types—funding options for developers.

In an Effort to Promote Fair Housing, Stakeholders Implement the Following Practices

- Embed Housing First practices and principles within outreach, lease up, and management to ensure compliance with SB 1380.
- Review and update tenant selection policies as necessary.
- Inform the public regarding fair housing laws and rights through education outreach.
- Incorporate Affirmative Fair Housing Marketing Plans.
- Collaborate with the County, City partners, and professional property management firms to ensure appropriate outreach is conducted during lease-up.
- Conduct multiple levels of interviews, provide ongoing training, and establish policies and standards.
- Hire property management companies that ensure fair housing practices are implemented during lease up and long term.
- Develop inclusionary housing.

Supervisor District Meetings

The Outreach Program included attendance of community municipal advisory meetings. Municipal Advisory Council meetings (or Supervisor Districts) Districts 1, 2, 3, and 4 were attended, informing community members of the AFH planning process, fair housing promotion, and ways to participate.

Meeting attendees were encouraged to complete the AFH survey. Surveys were published on Supervisorial District websites and were also included in Supervisorial newsletters. AFH survey postcards and flyers were disseminated at Municipal Advisory Council meetings in Districts 1, 2, 3, and 4 as follows:

District 1

Highgrove Municipal Advisory Council Meeting

Location: Highgrove Community Library

Address: 530 Center Street
Riverside, CA 92507

Date: 3/27/24

Approximate number of attendees: 16

District 2

Lakeland Village Community Advisory Council

Location: Lakeland Village Community Center

Address: 16275 Grand Ave
Lake Elsinore, CA 92530

Date: 2/28/24

Approximate number of attendees: 10

District 3

Francis Domenigoni Community Advisory Council

Location: Francis Domenigoni Community Center

Address: 32665 Haddock St, Winchester
Winchester, CA 92596

Date: 3/14/24

Approximate number of attendees: 30

District 4

Thermal-Oasis Council

Location: Jerry Rummonds Senior Center

Address: 87-229 Church Street
Thermal, CA 92274

Date: 3/25/24

Approximate number of attendees: 30

District 5

Nuevo Municipal Advisory Council

Address: 29780 Lakeview Ave
Nuevo, CA 92567

Date: 3/21/24 – Meeting was Cancelled—
survey was mentioned in the March
Newspaper

AFH Survey Results

During the AFH Report preparation, close to 350 surveys were completed by individuals who worked or lived within the County. Response demographics included:

- 30% percent of respondents were between 45 and 54 years of age, followed by 25% being between 55–64 years of age. 80% of respondents were women.
- 45% were white and 36+ percent were Hispanic or Latino.
- 50% were low to moderate income.
- 25% had a bachelor's degree and just under 25% had advanced degrees.
- Over 25% lived in a two-person household and over 25% lived in a household with 5 or more members.
- 30% lived in households where there were two or more adults

- Over 20% lived in two person households.
- 70% of respondents were homeowners.

Fair Housing Survey Data

Encountering Discrimination:

- 22% encountered housing discrimination.
- 6% suspect they may have experienced it.
- 13% know someone who has faced housing discrimination.
- About 50% do not know anyone who has experienced it.
- The main factors for housing discrimination were race/ethnicity, religion, and disability.

Factors Limiting Housing Options:

The biggest limiting factors for housing options in the County are:

- Rent or mortgage costs.
- High down payments.
- Limited housing availability.
- Poor credit.
- Local zoning regulations.

Critical Housing Issues Needing Attention:

- Increase affordable housing for families.
- Enhance affordable housing options for seniors.
- Provide affordable housing with supportive services for homeless individuals and families.
- Offer assistance to first-time homebuyers (counseling, down payments, closing costs).

Barriers to Homeownership:

- Rent or mortgage costs exceeding affordability.
- Insufficient funds for a deposit.
- Low credit history or credit score.

Understanding the AFH Survey Results and the Relation to Fair Housing

The data from the AFH Survey provides valuable insights that can significantly impact fair housing practices.

Demographic Representation:

- Understanding the racial and ethnic composition of survey participants (e.g., White, Hispanic or Latino, Black or African American, Asian) is crucial. It highlights potential disparities and helps identify groups that may face housing inequities.
- Designing targeted programs that address the specific needs of underrepresented communities is important.

Occupation and Income:

- The fact that 10% of participants are social service providers and 67% fall into the low to moderate income category underscores the importance of affordable housing initiatives.
- It is critical to focus on creating affordable housing options that cater to essential workers, service providers, and those with limited financial resources.

Household Size and Tenure:

- The percentage of households with 5 or more people (25%) highlights the need for larger housing units. Families with multiple members require adequate space.
- Balancing homeownership (70%) and rental options (30%) is essential. Policies should encourage affordable rentals and the opportunity and pathway to create affordable rentals such as ADUs while also promoting sustainable homeownership.

Housing Discrimination and Barriers:

- The prevalence of housing discrimination (22%) based on factors like race/ethnicity, religion, and disability necessitates robust enforcement of fair housing laws.
- Addressing discriminatory practices and promoting education about housing rights can create a more equitable housing landscape.

Critical Housing Issues:

- The identified issues (e.g., affordable housing for families, seniors, homeless individuals) should guide policy decisions.
- Prioritizing affordable housing development, supportive services, and first-time homebuyer assistance can lead to positive outcomes.

Impact on Homeownership:

- The challenges faced by potential homebuyers (e.g., affordability, low credit scores) underscore the need for financial literacy programs and down payment assistance.

This data illustrates specific needs, challenges and potential initiatives Riverside County should address regarding fair housing.

30-Day Public Review and Comment

Public Comment Section to be Updated After Public Comment Period.

A public hearing opportunity for public comment was held during the County Supervisors meeting on July 30, 2024, at an accessible location chosen to increase the likelihood of participation by underserved and hard to reach populations, particularly those with Limited English Proficiency, disabled individuals, and others who may be overlooked in community planning efforts. During the meeting, translation services were available if requested in Spanish and Vietnamese.

Comments received from the 30-day public review period as well as the public hearing are included in Appendix A. The County is encouraged to prepare both an English and Spanish version of the final AFH Report. Understanding that the public meeting time did not work for everyone, the County recorded the meeting and placed it on the County's website and made the community survey available for a month to promote as much engagement as possible. County staff was available to assist residents in taking the survey and translation services were available.



Section III: Local and Regional Planning for Affordable Housing



City of Lake Elsinore



Section III. Local and Regional Planning for Affordable Housing

Per HUD guidelines, the AFH will “analyze the local fair housing landscape and set fair housing priorities and goals.” To accomplish this analysis, the recently updated housing elements in the general plans for 16 jurisdictions in Riverside County were reviewed for their compliance with state and federal fair housing laws and their actions and programs to address fair housing concerns. The analysis of the documents is separated into two main sections. The first focuses on barriers to fair housing and actions to address contributing factors. The second section focuses on actions included to revise each jurisdiction’s zoning code to address fair housing concerns.

Each jurisdiction was reviewed individually for its contributing factors and programs. Several themes were identified in an aggregate analysis of all jurisdictions. Every fair housing program and factor was categorized by theme. Then, all 16 jurisdictions were compared for trends in the Riverside County region. Prominent, recurring trends are summarized in the analysis below. Cities included in this Jurisdiction are: Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Coachella, Desert Hot Springs, Eastvale, Lake Elsinore, La Quinta, Murrieta, Norco, Palm Desert, Rancho Mirage, San Jacinto, and Wildomar.

1. Compliance with State Law

The main theme across all 16 housing elements is ensuring compliance with federal and California state law. This includes both laws related to fair housing and other required zoning updates. No housing elements identified zoning amendments related to federal fair housing laws.

California state law requires jurisdictions to review their zoning codes and processes and identify constraints to housing development and create programs to mitigate and remove the identified constraints. Many of these constraints relate to providing housing for persons of all income levels, persons with special housing needs, and persons in federal or state protected categories.

One of the major state laws applicable is Assembly Bill (AB) 686. AB 686 applies to all housing elements due to be revised on or after January 1, 2021, which includes all jurisdictions in Riverside County for the 6th Cycle (2021–2029). The law requires that all housing elements include an assessment of fair housing, identify contributing factors to fair housing barriers, and adopt policies and programs that remediate identified fair housing issues and/or further promote fair housing. AB 686 requires a jurisdiction’s housing element to provide an analysis of barriers that restrict access to opportunity and a commitment to specific meaningful actions. AB 686 requires jurisdictions to identify meaningful goals to address the impacts of systemic issues such as residential segregation, housing cost burden, and unequal educational or employment opportunities to the extent these issues create and/or perpetuate discrimination against protected segments of the population.

In addition, AB 686:

- Requires jurisdictions and public housing authorities to administer their programs and activities related to housing and community development in a way that affirmatively furthers fair housing.
- Prohibits the state, cities, counties, and public housing authorities from taking actions materially inconsistent with their Affirmatively Furthering Fair Housing (AFFH) obligation.
- Adds an AFFH analysis to the housing element (an existing planning process that California cities and counties must complete) for plans that are due beginning in 2021.
- Includes in the housing element's AFFH analysis a required examination of issues such as segregation and resident displacement, as well as the required identification of fair housing goals.

2. Fair Housing Enforcement

Federal fair housing laws prohibit housing discrimination based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information. California's fair housing laws also prohibit discrimination in housing based on occupation, age, or protected characteristic; method of financing; or the intended occupancy by lower- or moderate-income people.

Fair housing enforcement capacity refers to the ability of a locality and fair housing entities to disseminate information related to fair housing laws and rights and provide outreach and education to community members. Enforcement capacity also includes the ability to address compliance with fair housing laws, such as investigating complaints, obtaining remedies, and engaging in fair housing testing.

Fair Housing Council of Riverside County

The Fair Housing Council of Riverside County (FHCRC) provides fair housing counseling services for the jurisdictions in Riverside County. The FHCRC is a nonprofit organization that offers a variety of fair housing resources and services, including resources for tenants, property managers, and service providers, dispute resolution, and housing counseling.

The FHCRC provided information related to fair housing activity in Riverside County from the years 2016 to 2023. The data includes each dispute case, jurisdiction, resolution, and demographic data about the caller, such as race and income level. There were 21,870 calls made during this period.

Figure 57 displays the calls by race. Since there are some households with residents of various races and ethnicities, some calls may be included in multiple categories. As shown in Figure 57, 56 percent of calls were made by White households, 24 percent were made by Hispanic households, and 15 percent were made by Black households. Comparatively, about 30 percent of the population of Riverside County is White, meaning there is a disproportionately high number of calls coming from White households.

Figure 57: Dispute Calls by Race from FHCRC

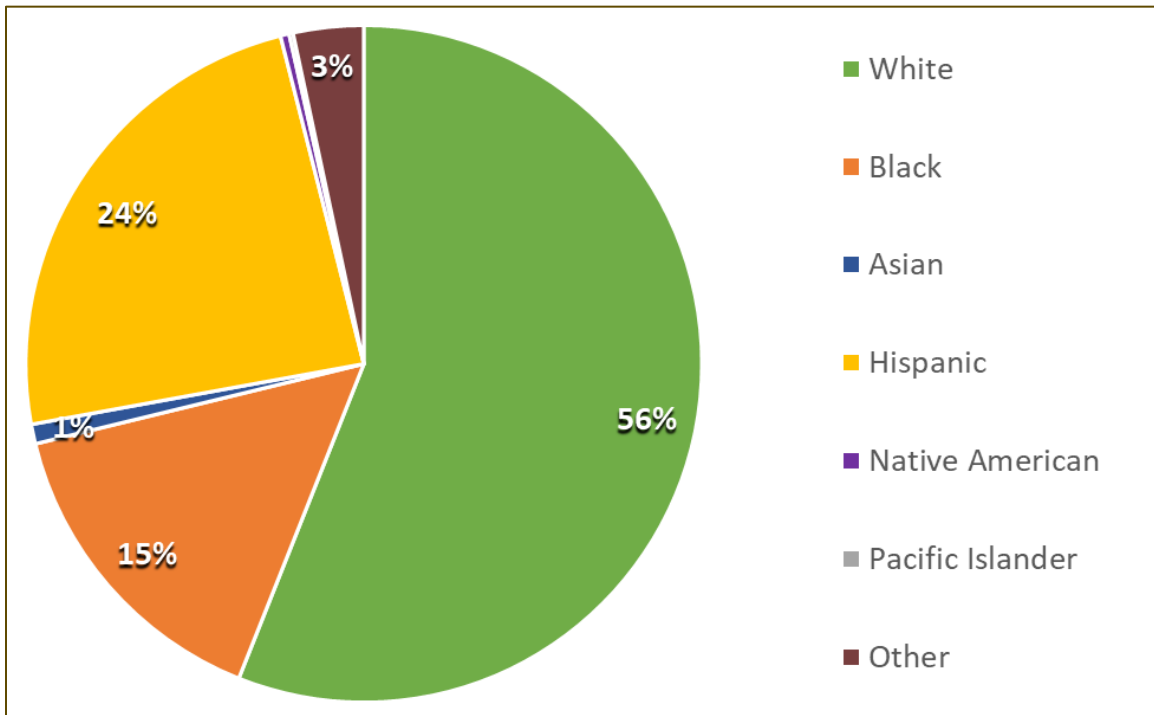


Figure 58 displaces the same data set of calls by income level of the caller. As shown in the chart, 50 percent of calls were made by extremely low-income households, and 91 percent of calls were from extremely low-, very low-, or low-income households, indicating a more significant need for support for lower-income households in the County.

Figure 58: Dispute Calls by Income from FHCRC

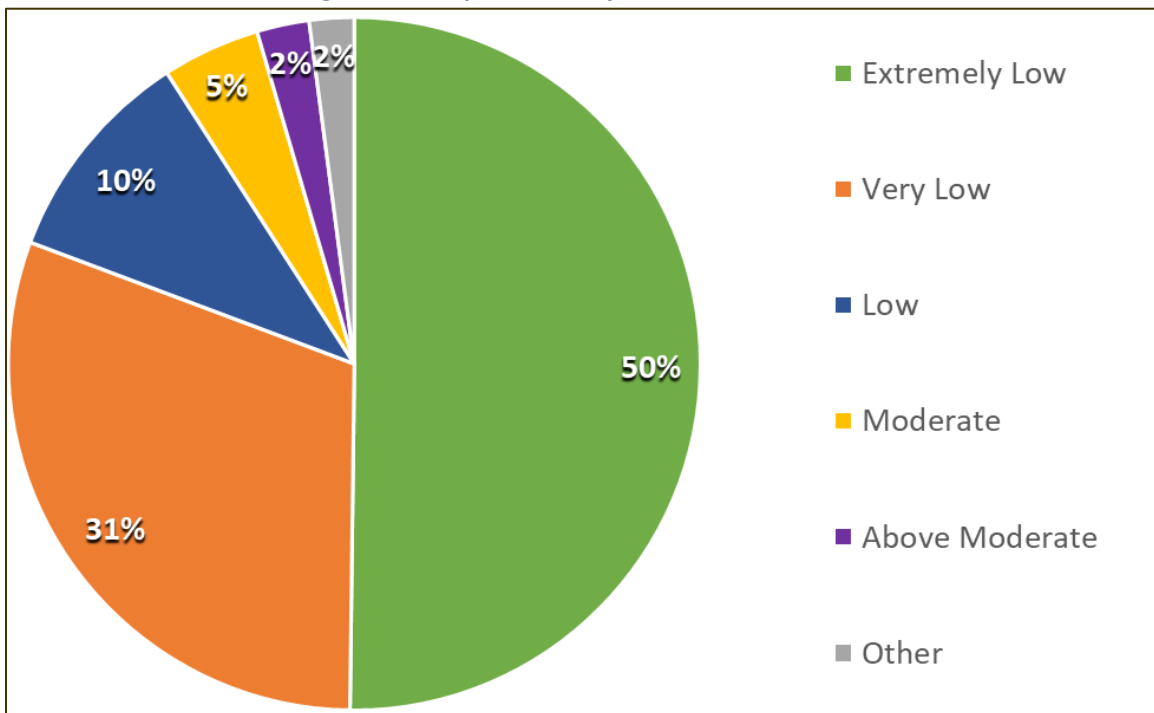


Table 57 shows the basis of fair housing calls made to the FHCRC and the total number of calls by jurisdiction. The jurisdictions with the highest numbers of calls, excluding the “Other” category, include Desert Hot Springs, Lake Elsinore, and San Jacinto. The most frequent basis of complaints, excluding the “Other” category, include repairs, notices, and lease/rental terms. Discrimination based on protected classes was less prevalent in the calls received by the FHCRC. Additional data provided by the FHCRC also indicated that there was a higher number of calls from 2019 to 2021, compared to previous years. Additionally, calls were predominantly received from those between the ages of 30 and 60.

Table 57: Fair Housing Calls by Jurisdiction and Basis of Call FHCRC

Basis	Banning	Beaumont	Blythe	Calimesa	Canyon Lake	Coachella	Desert Hot Springs	Eastvale	La Quinta	Lake Elsinore	Murrieta	Norco	Rancho Mirage	San Jacinto	Wildomar	Other	Total
Repairs	206	178	120	28	3	82	591	11	89	364	281	43	56	420	76	788	3,260
Notices	217	188	60	19	1	68	574	14	97	376	275	64	75	323	84	846	3,189
Lease/Rental Terms	101	107	65	17	2	49	361	9	104	291	300	64	67	230	55	642	2,400
Eviction	81	65	42	7	1	34	255	7	41	181	102	27	12	149	30	264	1,285
Rental Increase	41	43	12	13	-	17	184	6	35	84	102	6	30	79	18	255	887
Deposit	33	26	17	5	-	13	92	3	45	116	146	12	24	91	28	199	823
Affordable Housing Information	60	42	12	7	-	17	130	-	20	78	72	15	15	76	13	223	762
Rental Assistance	39	36	5	5	1	14	90	11	13	95	105	6	8	65	12	184	679
Mold	12	27	16	2	-	8	95	2	13	58	79	10	12	59	18	101	500
Habitability	39	36	12	3	-	5	117	2	9	49	41	3	16	60	6	114	494
Harassment/Illegal Entry	24	27	15	2	-	5	104	1	11	46	36	12	17	46	15	121	466
Housing Choice Voucher Information	24	6	20	-	-	4	88	-	5	38	29	2	11	62	9	76	368
Physical Disability	16	18	9	-	1	1	65	2	7	26	38	6	14	26	8	109	336
Mobile Homes	20	24	2	17	-	9	57	1	-	22	9	-	11	60	8	116	328
Homebuyer Workshop	24	23	2	2	-	12	28	-	7	19	23	-	1	39	11	128	316
Occupancy Standards	5	7	13	-	-	2	42	1	3	14	15	3	2	17	4	72	198
Foreclosure Prevention	-	9	2	3	-	5	15	-	4	8	17	-	2	6	3	21	90
Homeless Assistance	7	1	1	2	-	2	26	-	1	11	4	5	2	6	1	23	90
Race	3	4	6	-	-	-	12	-	2	5	8	1	6	12	1	21	75
Mental Disability	3	6	1	-	-	2	13	-	3	8	10	-	3	3	-	19	68
Late Fees	1	3	3	-	-	1	7	-	2	7	3	1	-	7	1	8	44
Foreclosure Issue	1	3	-	-	1	-	5	-	3	6	8	1	-	4	-	10	42
One-on-One Counseling	6	2	-	1	-	-	7	-	-	3	5	2	-	3	1	11	40
National Origin	1	-	-	-	-	1	12	-	2	3	-	-	11	5	-	14	38
Fair Housing Workshop	3	11	-	-	-	-	2	-	1	1	2	-	1	4	-	4	28
Sex	1	1	2	-	-	-	8	-	1	4	2	1	1	3	-	4	27
Familial Status	2	1	-	-	-	2	7	-	-	4	-	1	1	1	1	6	25
Medical Condition	-	-	1	-	-	-	-	-	-	-	7	-	-	4	-	3	15
Rental Housing Workshop	-	-	-	-	-	-	-	-	8	-	-	-	-	3	-	2	13
Source of Income	-	-	1	1	-	1	2	-	-	1	1	-	-	2	-	4	12
Age	2	-	-	-	-	-	2	-	-	-	-	-	1	2	1	5	12
Marital Status	-	-	-	-	-	-	2	-	1	-	1	-	-	2	-	1	7
Financial Literacy Workshop	2	-	-	-	-	1	-	-	-	-	1	-	-	1	-	2	7
Sexual Orientation	-	-	-	-	-	-	3	1	-	-	1	-	1	-	-	1	6
Arbitrary	-	1	-	-	-	-	1	-	-	1	-	-	-	-	-	2	6
Color	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	2	5
Religion	1	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	3
Immigration Status	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-	1	3
Lead	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2
Post-Purchase Workshop	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1
Other	281	254	170	39	6	102	992	25	183	550	502	95	145	566	166	1,018	4,920
Total	1,258	1,149	609	173	16	457	3,990	96	710	2,473	2,226	380	272	2,437	570	5,421	21,870

Note: Data for Palm Desert was not available

Office of Fair Housing and Equal Opportunity

Federal housing discrimination complaints are filed with the HUD Office of Fair Housing and Equal Opportunity (FHEO). The FHEO administers the Fair Housing Assistance Program (FHAP), which awards and manages the program grants and collaborates with lawmakers to develop and refine fair housing legislation. The FHEO also tracks data on fair housing cases on a jurisdictional level. FHEO data on inquiries and cases of fair housing discrimination from 2013 to 2022 is included in the tables below. Number of inquiries or cases varies based on overall size of the jurisdiction. Disability, Familial Status, and Race were among the most common topics of inquiry. In Riverside County as a whole, 651 cases were filed with the FHEO between 2006 and 2020. Disability was the most prominent basis, with 323 cases on the topic, followed by 151 cases based on race, of which 130 were based on Black or African American race.

Table 58: Fair Housing Inquiries by Basis and Jurisdiction (2013-2022)

Jurisdiction	Total Inquiries	No Basis Given	Color	Disability	Familial Status	National Origin	Race	Religion	Retaliation	Sex
Banning	10	9	0	0	1	0	0	0	0	0
Beaumont	11	9	0	1	1	0	0	0	0	1
Blythe	14	10	1	2	0	0	1	0	0	1
Calimesa	1	0	0	1	0	0	0	0	0	0
Canyon Lake	3	2	0	0	1	0	0	0	0	0
Coachella	7	4	0	1	2	1	1	0	0	0
Desert Hot Springs	36	28	0	5	1	0	3	0	0	2
Eastvale	1	1	0	0	0	0	0	0	0	0
La Quinta	11	11	0	0	0	0	0	0	0	0
Lake Elsinore	26	20	0	1	0	3	1	0	0	1
Murrieta	24	18	0	3	1	1	2	0	0	0
Norco	2	1	0	0	0	0	0	1	0	0
Palm Desert	17	0	0	7	4	1	2	1	1	1
Rancho Mirage	4	0	0	1	2	0	1	0	0	0
San Jacinto	12	8	0	3	0	1	1	0	0	0
Wildomar	4	4	0	0	0	0	0	0	0	0

Source: HUD Office of Fair Housing and Equal Opportunity, 2023

Table 59: Fair Housing Cases by Basis and Jurisdiction (2013-2022)

Jurisdiction	Total Cases	Color	Disability	Familial Status	National Origin	Race	Religion	Retaliation	Sex
Banning	4	0	0	2	2	2	0	0	0
Beaumont	3	0	1	0	0	1	0	1	0
Blythe	2	0	1	0	0	0	0	1	1
Calimesa	1	0	0	0	0	0	0	0	0
Canyon Lake	4	0	0	2	0	1	0	0	2
Coachella	1	0	1	0	0	0	0	1	0
Desert Hot Springs	15	1	2	1	0	3	1	3	3
Eastvale	5	1	0	0	0	1	0	0	0
La Quinta	6	0	2	1	0	1	0	3	1
Lake Elsinore	16	2	2	0	5	7	0	2	0
Murietta	14	0	2	1	1	1	1	3	2
Norco	2	0	0	0	0	0	0	2	2
Palm Desert	17	0	2	4	1	2	2	2	1
Rancho Mirage	4	0	0	2	0	1	0	0	0
San Jacinto	5	0	0	1	1	1	0	0	0
Wildomar	4	0	1	0	0	2	0	0	1

Source: HUD Office of Fair Housing and Equal Opportunity, 2023

3. Fair Housing Impediments and Actions

Through the housing element update process, each jurisdiction has identified several significant contributing factors that impede fair housing. These factors may create fair housing issues, perpetuate existing fair housing concerns, or contribute to continuing patterns of segregation within the jurisdiction. Fair housing trends have geographic patterns both on a county-wide and on a sub-regional level. These patterns correlate with certain population demographics, policies, or patterns of development. As such, many jurisdictions in Riverside County identified similar impediments to fair housing.

Jurisdictions have identified actions and programs to address and ameliorate these identified contributing factors. Actions may be specifically targeted for certain populations or in certain geographies, depending on the impediments being addressed. While specific actions and metrics vary by jurisdiction, common approaches are summarized below.

Based on an analysis of all 16 jurisdictions, the impediments and actions have been sorted into the following themes: fair housing outreach and enforcement, new opportunities in high resource areas, housing mobility, place-based improvements, and displacement prevention. The most prominent, commonly identified impediments and actions are summarized below.

Fair Housing Outreach and Enforcement

As discussed above, fair housing outreach and enforcement capacity is the ability of a jurisdiction to disseminate information related to fair housing laws and rights and provide outreach and education to community members.

In the jurisdictions in Riverside County, common barriers to fair housing outreach and enforcement often relate to availability of public meeting forums and the provision of materials in multiple languages.

Specific impediments include:

- Lack of public input and feedback on issues and strategies.
- Lack of resources for fair housing agencies and organizations.
- Language barriers for non-English speaking persons.
- Insufficient local public fair housing enforcement and testing.
- Lack of information on landlord, tenant and buyer rights and opportunities, which may contribute to discriminatory practices during leasing and lending processes.

To address impediments to fair housing enforcement, jurisdictions are contracting with a fair housing provider. For most jurisdictions in Riverside County, the fair housing provider is the FHCR. The FHCR provides services and resources to help ensure the provision of fair housing. Resources and services include fair housing counseling services, investigation of complaints of housing discrimination, outreach and education to housing providers, assistance with filing complaints with state and federal enforcement agencies, dispute resolution, and informational resources for tenants, property managers, and service providers.

Other actions being taken to address fair housing outreach barriers include providing all materials in English and Spanish and actively recruiting or involving residents from diverse neighborhood groups and community organizations.

New Opportunities in High Resource Areas

The California Tax Credit Allocation Committee's (TCAC) Opportunity Area scores are prepared annually by a task force commissioned by the TCAC and HCD to identify areas statewide whose economic, educational, and environmental characteristics support positive outcomes for low-income families. Opportunity maps are made for three domains: economic, environmental, and education. Each map uses categorical indicators to determine its individual score. A composite score and resource designation combining all three designations is then assigned to each block group.

To determine the final resource category, the top 20 percent of overall scores in a county are labeled as Highest Resource and the next 20 percent of scores are labeled as High Resource. Then, any area that is considered segregated and that has at least 30 percent of the population living below the federal poverty line is labeled as an area of High Segregation and Poverty. The remaining tracts are divided between Moderate Resource and Low Resource.

Creating new housing choices and affordability in higher opportunity or higher median income areas prevents furthering or creating conditions of segregation. Single-family housing is often more prevalent in higher resource areas, and expanding opportunities in these neighborhoods includes providing a variety of housing types.

Common constraints to a variety of development in high resource areas of Riverside County include:

- Dominance of single-family housing, which is more expensive than multifamily housing.

- Lack of job access.
- Lack of affordable units in a range of sizes.
- Limited opportunities for funding subsidized housing for special needs populations.

Actions being taken to address these impediments includes working with stakeholders in fair housing development to accommodate the needs of various populations in higher resource areas. These stakeholders may include developers, jurisdiction staff, federal grant program providers, landowners, and special needs and affordable housing community organizations, such as the Housing Authority.

Other actions being taken to address barriers to opportunity in high resource areas include incentivizing and promoting ADUs. ADUs provide opportunity for more affordable rental units to be constructed in higher income, single-family neighborhoods. Additionally, some jurisdictions are rezoning existing high opportunity, single-family neighborhoods to allow for higher density, more affordable housing types.

Housing Mobility

Housing mobility is the act of removing barriers to housing in areas of opportunity and strategically enhancing access. This generally means creating opportunities for lower-income or multifamily housing to be made available in higher resource, higher income, or single-family neighborhoods.

Impediments and actions to housing mobility often correspond with impediments and actions with regards to new opportunities in high resource areas. In the jurisdictions in Riverside County and the larger Southern California region, barriers to housing mobility are often driven by limited economic mobility. Single-family housing is often more prevalent in higher opportunity areas but is also typically more expensive than multifamily or other housing types. There are limited rental options in these neighborhoods, especially in a variety of sizes and affordability levels.

To promote housing mobility, several jurisdictions in Riverside County are including programs to incentivize ADU production. As discussed, ADUs provide opportunity for more affordable rental units to be constructed in higher income, single-family neighborhoods.

Programs to incentivize ADU production include:

- Maintaining a database of affordable ADUs.
- Allowing ADUs in all residential zones.
- Preparing preapproved ADU plans.
- Targeting technical ADU support resources in higher resource areas.

Other actions being taken to promote housing mobility include coordinated promotion of Housing Choice Vouchers. Several jurisdictions in the County have committed to incentivizing affordable housing in higher resource areas through education and technical support.

Technical support may include:

- Providing FAQ responses on ADU development.

- Assisting with referrals to homeowners and occupants.
- Preapplication consulting.
- Identifying available City and County funding or incentives, such as expedited permit processing.
- Reducing, waiving, or subsidizing development and impact fees.

Some jurisdictions may also work directly with affordable housing developers, disability service providers, and other stakeholders to identify gaps in service and additional barriers in the Jurisdiction's development process.

Place-Based Improvements

Place-based improvements target investment and revitalization in lower opportunity areas. This may include rehabilitation and preservation of affordable housing as well as economic investments such as sidewalk improvements, ADA improvements, lighting improvements, schools, parks, transit, and other community investments.

Contributing factors to place-based disinvestment include concentrated pollutants, lack of local investment in schools, limited transit routes, and limited private or public investment in lower opportunity neighborhoods. Concentration of pollutants in lower opportunity areas may be tied to freeway proximity. Disinvestment in schools or local services is often linked to taxes and lower income areas continue to have limited investment opportunities.

In many jurisdictions, CDBG funds are allocated to support investment opportunities in lower opportunity areas. Investments include landscaping, maintenance of substandard housing, and infrastructure. Jurisdiction staff intend to meet with organizations such as the Intergovernmental Collaboration for Air Quality Mitigation, Center for Community Action and Environmental Justice, and Regional Transit Authority to further investigate opportunities for investment and service improvement.

Displacement Prevention

The Urban Displacement Project at the University of California, Berkeley, developed a map of "sensitive communities" where residents may be particularly vulnerable to displacement in the event of increased redevelopment and drastic shifts in housing cost.

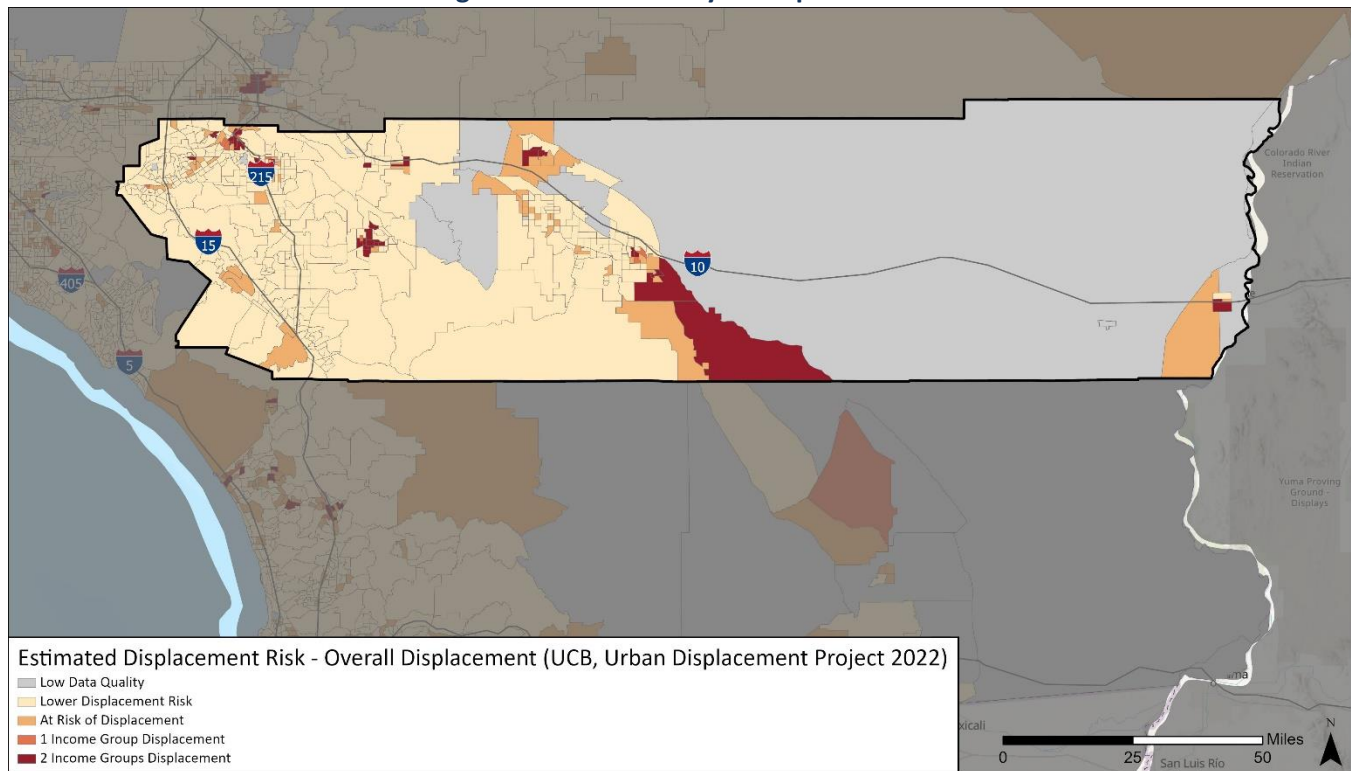
Sensitive communities are defined based on the following set of criteria:

- The share of very low-income residents is above 20 percent.
- The census tract must also meet at least two of the following criteria:
 - The share of renters is above 40 percent.
 - The share of people of color is above 50 percent.
 - The share of very low-income households (50 percent AMI or below) that are severely rent burdened is above the County median.

- The census tract, or areas in proximity, have been experiencing displacement pressures. Displacement pressure is defined as:
 - The percentage change in rent in a selected census tract, divided by county median rent increases.
 - Median rent in a selected census tract, minus median rent for all surrounding tracts, divided by median rent for all tracts in county (rent gap).

Displacement risk in Riverside County is most prevalent in the central-southern, northwest, and far-east areas of the County, as shown in the figure below.

Figure 59: Vulnerability to Displacement



Source: California Department of Housing and Community Development, 2022

Common factors in Riverside County compounding vulnerability to displacement include the cost of repairing or rehabilitating substandard housing, the high cost of rent and sales prices, and the high cost of living. Unaffordable prices may cause long-term residents to seek homes outside of the area.

Several jurisdictions also have limited availability for short-term rentals for agricultural and farmworkers, causing many seasonal workers to be displaced. The short-term rentals that are available do not include a variety of housing types, which may be needed to accommodate large families, and are often not affordable.

Jurisdictions in Riverside County are pursuing programs to mitigate displacement risk. These programs include:

- Developing incentives to encourage the development of large housing units.
- Establishing an Emergency Housing Program for temporary housing assistance.
- Providing rehabilitation and repair funding.
- Requiring relocation assistance from landlords or property managers in the case of displacement due to habitability.

Other actions being pursued include developing opportunities to encourage affordable housing development, including enhancing the density bonus, ADU incentivization, and targeting technical resources. Programming supporting affordable housing addresses impediments across all fair housing themes.

Low-Income Housing Tax Credit Base

Per Government Code Section 65863.10, assisted housing developments are defined as multifamily, rental housing complexes that receive government assistance under any of the specified federal, state, and/or local programs. One of these programs is the Low-Income Housing Tax Credit (LIHTC). The LIHTC provides tax credits to individuals and corporations that invest in low-income rental housing. The program creates affordable housing opportunities when the developer of a project “sells” the tax credits to an investor(s) who contributes equity to the development in exchange for an ownership position in the project.

When affordable housing project assistance expires, units may be at risk of being converted to market rate, leading to the displacement of lower-income residents. The appendix lists all projects in the included jurisdictions that are under assistance by the LIHTC, and therefore may be at risk of conversion to market rate.

4. Summary of Zoning Changes

General plan programs in all 16 cities of the Jurisdiction were reviewed to identify the recommended zoning changes for each. While each element contains unique zoning recommendations to meet the needs of its community, there are several trends that arose from an analysis of the elements. Broadly, the recommended zoning changes focused on ensuring compliance with state law and removing constraints to housing development. Recommendations can be separated into two categories: amendments related to fair housing and amendments unrelated to fair housing. Each category includes a few trends and is described in detail below to identify topic, summary of recommended changes, and any applicable state law and/or government code sections.

5. Fair Housing Related Zoning Changes

All cities in the Jurisdiction identified a variety of zoning changes related to fair housing. Programs largely focused on removing constraints to the development of a variety of housing types, especially those related to persons with special housing needs, including agricultural and/or employee housing, emergency shelters, group homes, low barrier navigation centers (LBNCs), manufactured homes, reasonable accommodations, supportive housing, and transitional housing. Zoning amendment

programs were frequently paired with promotion, technical assistance, and incentivization programs to provide a multipronged approach to encourage development of housing.

Agricultural/Employee Housing

Eleven jurisdictions identified zoning code amendments related to agricultural and/or employee housing provisions. All were to ensure compliance with state law. Applicable California State law include Health and Safety Code Sections 17021.5, 17021.6, and 17021.8. These sections of state law require that any agricultural worker housing consisting of no more than 36 beds in a group quarter, or 12 units or spaces, is deemed an agricultural land use and is permitted in the same manner as an agricultural use.

Additionally, state law requires streamlined, ministerial approval of agricultural worker housing that meets the specified requirements of Health and Safety Code Section 17021.8. Finally, zoning amendments related to employee/farmworker include permitting housing for six or fewer persons as a single-family structure and in the same manner as other single-family structures of the same type within the same zone in all zones that allow single-family residential uses.

Two cities identified additional programs relating to agricultural and/or farmworker housing, including revising the zoning code to clarify which developments constitute agricultural/farmworker housing and ensure mobile homes for farmworkers are treated the same as other mobile homes in the jurisdiction and further identification of programs to develop farmworker housing later in the planning period.

Emergency Shelters

Zoning amendments for emergency shelters focus on allowing them in a wider variety of zones and ensuring there are no additional standards applied to emergency shelters that are not applicable to similar, residential uses in the same zone. Ten of the sixteen cities identified zoning amendments related to emergency shelters.

Applicable state law relating to emergency shelters include AB 139 and AB 2239 as codified in California Government Code Section 65583. Requirements include maintaining sufficient bed capacity in zones that allow emergency shelters to accommodate the Jurisdiction's most recent PIT count, setting parking based on staff levels only, and allowing emergency shelters as a permitted use without a conditional use permit where residential and/or mixed uses are allowed.

Group Homes

Nine cities identified zoning amendments for group homes or residential care facilities. Programs complied with California's technical assistance memorandum on group homes, which identifies common barriers to the development of group homes and provides recommendations on how to address them. Updates focused on group homes with six or fewer residents or greater than six residents. Amendments include removing barriers to group homes, such as conditional use permits, and allowing group homes in a wider variety of residential zones.

Additionally, amendments were made to ensure that the same general zoning, building, fire, and other health and safety codes that apply to other uses of the same type that are allowed in each zone. This

includes the removal of spacing requirements or other requirements only applied to group homes. Additional revisions for group homes of seven or more include only subjecting them to specific, objective design and operational standards and/or findings and providing flexible and efficient reasonable accommodation in the permitting process.

Low Barrier Navigation Centers

Eleven jurisdictions included revisions to accommodate for LBNCs. As defined by California Government Code Section 65660, an LBNC is a service-enriched shelter focused on moving people into permanent housing and providing temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. Amendments include updating the zoning code to define and permit LBNCs as a use by-right in areas zoned for mixed use and nonresidential zones permitting multifamily uses.

Manufactured Homes

Revisions to allow manufactured homes in more residential zones were included by four jurisdictions. Amendments include allowing manufactured and mobile homes as a by-right use in all residential zones and allowing manufactured homes the same as other single-family residential units in each zone.

Reasonable Accommodations

Five cities included programs regarding a reasonable accommodation procedure for persons with disabilities. Programs were included to ensure that the reasonable accommodations process is effective and objective, and does not add constraints to development of housing for persons with disabilities.

Actions were dependent on individual processes and include the following:

- Include processing and fee waivers and deferrals, budget permitting, to projects targeted for persons with disabilities, including persons with developmental disabilities.
- Establish a written procedure for providing reasonable accommodations in zoning code and land use.
- Review and revise the reasonable accommodations process to remove subjective language and mitigate the constraint of development for accessible housing.

Supportive Housing

Eleven jurisdictions included amending their zoning ordinance to allow for transitional housing. Supportive housing for this purpose is defined by the state of California as “housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.”

Amendments focused on ensuring compliance with state law including Government Code Section 65583(c)(3) and recent laws SB 48 and AB 2162. Amendments to the zoning code include ensuring that

supportive housing is allowed in residential and mixed-use zones, allowing eligible supportive housing in zones where multifamily and mixed uses are permitted, and prohibiting minimum parking requirements for supportive housing within one half-mile of a public transit stop pursuant to AB 2162. Supportive housing would be subject only to those restrictions that apply to similar residential uses (single or multifamily units) of the same type in the same zone and not be subject to any restrictions not imposed on similar dwellings, including occupancy limits.

Transitional Housing

Seven jurisdictions included amending their zoning ordinance to allow transitional housing. Transitional housing for this purpose is defined by the state of California as “buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.”

Amendments focused on ensuring compliance with Government Code Section 65583(c)(3), which requires that transitional housing be allowed in residential and mixed-use zones subject to the same requirements as other residential uses in the same zone.

6. Other Recommended Zoning Changes

The review of zoning amendment programs also included changes beyond just ensuring compliance with fair housing laws. These amendments included encouraging a variety of housing types and higher densities, removing constraints to development, and ensuring compliance with California state housing law. Topics included are ADUs, density bonus provisions, rezoning for high density, development standard amendments, and providing incentives for low-income housing.

Accessory Dwelling Units

California state law outlined requirements for ADUs and JADUs (i.e., junior ADU) in Government Code Section 65852.2. There have been numerous state laws updating ADU requirements in recent years and many jurisdictions have ADU ordinances that are no longer in compliance with state law. Therefore, several cities included programs to update ADU ordinances to comply with state law regarding ADU requirements and requirements for JADUs.

Requirements include allowing one ADU (either attached or detached) and one JADU on lots zoned for single-family use and allowing ADUs and JADUs on multi-family zoned property. ADU ordinances are required to comply with several development standards relating to setbacks, height, parking, minimum lot size, allowable impact fees, and square footage. Jurisdictions are required to permit ADUs ministerially, without discretionary action, within a 60-day review period.

Additionally, per California state housing element law, all jurisdictions also must include a program to encourage the development of ADUs that are affordable for lower-income households. Cities employed a variety of methods to comply with this law, including but not limited to comprehensive websites, FAQs, fact sheets, fast track or reduced permit processing time, technical assistance, development incentives, "preapproved" ADU plans, and extended community outreach.

Density Bonus

The state of California outlines density bonus requirements in California Government Code Section 65915. Per California Government Code Section 65917.5, a density bonus is a “floor area ratio bonus over the otherwise maximum allowable density permitted under the applicable zoning ordinance and land use elements of the general plan of a city.”

A density bonus allows additional units beyond the maximum allowed by the zoning given that a development meets certain parameters, such as setting aside a portion of the development as affordable housing. Recent density bonus law includes increased incentives for student housing, senior housing, and 100 percent affordable housing projects.

Eleven cities identified amendments to the zoning code to be consistent with state density bonus law. Two cities included a program for a density bonus that goes beyond state law requirements to encourage a variety of housing for lower-income and/or special needs populations.

Increased Density

Eight cities identified programs that increase density on specific parcels or zones to allow a higher number of dwelling units per acre (du/ac). Programs included increasing the maximum density from 20 du/ac to 30 du/ac in a residential zone as well as rezoning parcels to allow residential uses at a higher density.

Development Standards Amendments

Additional programmatic recommendations include amendments to the development standards in residential and mixed-use zones to remove constraints from housing for all income levels. These programs include amendments for all housing types.

The following amendments of development standards were included in the programs reviewed:

- Increased permitted lot coverage
- Removal of minimum lot size requirements
- Reduction of parking requirements for smaller units
- Review and removal any other identified constraints
- Revision of zoning and general plan standards so that densities are compatible

Providing Incentives for Low-Income and Special Needs Housing

Cities also included programs focused on providing zoning and other incentives specifically for affordable and special needs housing. These include zoning revisions and complementary pieces to encourage housing for lower-income and special needs populations.

A variety of techniques pursued include:

- Streamlined and ministerial review for affordable housing projects
- Development and adoption of an inclusionary housing ordinance
- Reduced setbacks and/or zero lot line development
- Reduced or minimal parking requirements
- Reduction of minimum lot sizes
- Density transfers among different parcels
- Unit clustering

The analysis showed common trends among the cities in their fair housing analysis and zoning actions. The trends include ensuring compliance with state law regarding fair housing enforcement, allowing for a variety of housing types, and preventing patterns of segregation. Cities showed geographic trends in the identification of impediments to fair housing and therefore identified similar priorities and goals in addressing the identified fair housing concerns.

Additionally, the cities took similar actions to identify and remove constraints to housing development, illustrating a similar set of constraints and recommended actions to address them.



Section IV: Fair Housing



City of Norco



Section IV. Fair Housing

According to the Affirmatively Furthering Fair Housing Rule Guidebook as published by HUD, the AFFH rule defines “fair housing enforcement and fair housing outreach capacity” to mean “the ability of a jurisdiction, and organizations located in the jurisdiction, to accept complaints of violations of fair housing laws, investigate such complaints, obtain remedies, engage in fair housing testing, and educate community members about fair housing laws and rights” (24 CFR § 5.152). Included within the definition are state and local FHAP agencies and Fair Housing Initiative Programs.

As such, the AFH Report includes:

1. A summary of fair housing issues and capacity in the jurisdiction, in which the program participant discusses, among others, any findings, lawsuits, enforcement actions, settlements, or judgments related to fair housing or other civil rights laws, and an assessment of the jurisdiction’s fair housing outreach capacity.
2. The identification of any state or local fair housing laws.
3. The identification of local and regional fair housing agencies and organizations.

1. Fair Housing Federal and State Laws

To end housing segregation, the US Congress passed the Civil Rights Act of 1968, making housing discrimination based on race, color, national origin, or religion illegal. In 1974, Congress amended the Fair Housing Act to include sex as a protected category. In 1988, Congress again amended the Fair Housing Act by passing the Fair Housing Amendments Act 1, making housing discrimination against families with children and people with disabilities unlawful. The Fair Housing Amendments Act also incorporated accessibility standards for new multifamily units and “reasonable accommodations” for people with disabilities into the Fair Housing Act.

In addition to prohibiting discrimination based on federal laws, the state of California has enacted several statutes that mirror and, in certain cases, extend federal fair housing protections. The Unruh Civil Rights Act of 1959 and subsequent court decisions require equal access to the accommodations, advantages, facilities, privileges, or services of all business establishments regardless of protected status. The courts have interpreted this act to prohibit any arbitrary discrimination based in any class distinction, regardless of whether that basis is enumerated in the act.

The Fair Employment and Housing Act of 1963 is the primary state law that prohibits discrimination in the sale, rental, lease negotiation, or financing of housing based on race, color, religion, sex, marital status, national origin, and ancestry. The California Fair Housing Act of 1992 brought state laws into conformity with the federal Fair Housing Act of 1988 and added protections for people with a “mental and physical disability” and “familial status.” The act also requires that housing providers allow disabled persons to modify their premises to meet their needs.

The Ralph Civil Rights Act of 1976 provides that all persons have the right to be free from any violence, or intimidation by threat of violence, committed against their persons or property because of their race,

color, religion, ancestry, national origin, political affiliation, sexual orientation, sex, age, disability, or position in a labor dispute. The act prohibits violence or threat of the same in rental housing situations.

The Banes Civil Rights Act also forbids interference by force or threat with an individual's constitutional or statutory rights in places of worship, housing, and private property. This report considers impediments to fair housing choice experienced by both federal and state of California protected classes. The federal protected classes are color, disability, familial status, national origin, race, religion, and sex. The additional California protected classes include age, ancestry, arbitrary discrimination, gender, gender identity, gender expression, genetic information, marital status, sexual orientation, and source of income.

Federal Laws Related to Fair Housing

The following federal laws, regulations, and executive orders provide the backbone for fair housing protections at the federal level.

General Fair Housing Protections

Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d-1) Title VI prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance.

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and as amended in 1988 (42 USC Sections 3601–3619) Title VIII prohibits discrimination in the sale, rental, and financing of dwellings and other housing-related transactions because of race, color, religion, sex, familial status, national origin, and disability. It also requires that all executive departments and agencies administer their housing and urban development programs in a manner that furthers fair housing.

Section 109 of Title I of the Housing and Community Development Act of 1974 (42 USC Section 5309) Section 109 prohibits discrimination based on race, color, national origin, sex, or religion in programs and activities receiving financial assistance from HUD's CDBG Program. Sections 104(b) and 106(d)(5) of Title I of this act specifically require CDBG program grantees to certify that they will affirmatively further fair housing.

This requirement was also included in Section 105(b)(13) of the National Affordable Housing Act of 1990.

- Protections for Persons with Disability Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794). Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.
- Section 508 of the Rehabilitation Act of 1973 (29 USC Section 794[d]). Section 508 requires federal agencies to ensure that the electronic and information technology they develop, procure, or use allows individuals with disabilities to have ready access to and use of the information and data that is comparable to that of individuals without disabilities.

Title II of the Americans with Disabilities Act of 1990 (42 USC Sections 12131–12165) Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance, and housing referrals.

Title III of the Americans with Disabilities Act of 1990 (42 USC Sections 12181–12189) Title III prohibits discrimination based on disability in the goods, services, facilities, privileges, advantages, and accommodations of places of public accommodations owned, leased, or operated by private entities, including places such as homeless shelters. The Department of Justice enforces Title III of the ADA, but certain HUD recipients and private entities operating housing and community development programs are also covered by Title III of the ADA.

Architectural Barriers Act of 1968 (42 USC Section 4151 et seq.) This act requires buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 to be accessible to and useable by persons with a disability.

Credit and Lending Protections

Equal Credit Opportunity Act of 1974 (15 USC Sections 1691–1691(f)) The Equal Credit Opportunity Act prohibits discrimination in lending based on race, color, religion, national origin, sex, marital status, and age, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act.

The law provides protections when an individual deals with any organizations or people who regularly extend credit, including banks, small loan and finance companies, retail and department stores, credit card companies, and credit unions. Everyone who participates in the decision to grant credit or in setting the terms of that credit, including real estate brokers who arrange financing, must comply with this act.

Community Reinvestment Act (CRA) of 1977 (12 USC Section 2901) The CRA encourages financial institutions to serve the needs of all communities in which they are chartered to do business, including low- and moderate-income communities. The CRA requires each federal bank regulator, including the Federal Reserve, to evaluate the extent to which banks address the credit needs of low- and moderate-income neighborhoods in their geographic markets.

In January 2020, the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation proposed a new rule regarding CRA qualified lending, investment, and services.

Home Mortgage Disclosure Act of 1975 (HMDA) (12 USC Section 2801) The HMDA requires banks, savings and loan associations, and other financial institutions to publicly report detailed data on their home lending activity. Under the HMDA, lenders are required to publicly disclose the number of loan applications by census tract, income, race, and gender of the borrower, the type of loan, and the number and dollar amount of loans made.

Starting in 1993, independent mortgage companies were also required to report HMDA data. The HMDA creates a significant and publicly available tool by which mortgage lending activity in communities can be assessed. HMDA data can be analyzed to determine bank performance and borrower choices.

Executive Orders

Executive Order 11063: Equal Opportunity in Housing (1962) Issued on November 20, 1962, Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing (1994) Issued on January 17, 1994, Executive Order 12892 requires federal agencies to affirmatively further fair housing in their programs and activities, and it provides that the Secretary of HUD will be responsible for coordinating the effort.

Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (1994) Issued on February 11, 1994, Executive Order 12898 requires that each federal agency conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that does not exclude or otherwise subject persons to discrimination based on race, color, or national origin.

Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (2000) Issued on August 11, 2000, Executive Order 13166 requires each federal agency to take steps to ensure that eligible persons with Limited English Proficiency are provided meaningful access to all federally assisted and federally conducted programs and activities.

Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities (2001) Issued on June 18, 2001, Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

State Laws

The County continues to implement and update programs that promote fair and equal access to housing. It also continues to review standards and requirements that may constrain equal access to housing and the development of affordable housing.

California Code Section 65008: The County continues to implement programs that encourage affordable housing development and prohibits discrimination based on any protected class.

Government Code Section 8899.50: The County implements programs and actions in compliance with state law that affirmatively furthers fair housing. As detailed in this Section 3, the County administers programs to promote equal housing access and affordable resources.

Government Code Section 11135: The County promotes state-funded programs, such as the First-Time Homebuyer Loan Program, on the County's website and at the public counter. The County continues to implement and encourages programs that promote full and equal access to all programs and activities.

Density Bonus Law: The County establishes regulations for implementing the County's Density Bonus Ordinance. The County provides incentives to developers to produce affordable housing for very low-income households, low-income households, moderate-income households, senior citizens, transitional foster youth, disabled veterans, and persons experiencing homelessness, as well as for the development of childcare facilities.

Housing Accountability Act: The County implements programs such as fee incentives, funding, and review of zoning procedures to facilitate and encourage housing development.

No-Net-Loss Law: The County's 6th Cycle Housing Element details how the County maintains adequate sites to accommodate all income categories for Regional Housing Needs Allocation (RHNA).

Excessive Subdivision standards: The County continues to update its zoning code, waive certain development fees, and offer incentive packages to facilitate housing development.

2. Local Ordinances

The County has a few local ordinances that establish procedures for rezoning, development permit processing, affordable housing fees, and other programs that encourage fair housing practices. The County's Housing Plan explains the housing programs, goals, policies, and objectives. The County promotes the need for additional housing, the removal of constraints to affordable housing, improvements to existing housing stock, and equal opportunities for current and future residents.

The County continues to prioritize previously established housing goals, which are indicative of previously identified issues. The housing goals in the County's 2019-2024 Housing Element, its 2019-2024 Analysis of Impediments to Fair Housing Choice, and goals identified by the Executive Oversight Committee on Homelessness were essential references in the determination of current issues. Additionally, current fair housing issues were identified through data analysis research, AFH stakeholder feedback, and community AFH survey responses.

The 2019-2024 Analysis of Impediments to Fair Housing Choice identified the following goals:

- Assist in the development of adequate housing to meet the County's fair share of the region's housing needs for all economic segments of the population, with an emphasis on lower-income households and households with special needs.
- Conserve and improve the condition of the housing stock, particularly affordable housing.
- Promote equal housing opportunities for all persons regardless of race, age, sexual orientation, religion, sex, etc.
- Establish adequate planning, administrative, and fiscal tools to implement housing policies.
- Reduce per capita residential energy use.

The lack of affordable housing, in particular for low- and moderate-income people has the potential to disproportionately affect members of protected classes. Beyond addressing an overall lack in housing stock, the County will pursue a goal to increase specifically affordable housing stock, based on the demonstrated need.

The Riverside County Housing Element Goals:

- Goal 1: To assist in the development of adequate housing to meet the county's fair share of the region's housing needs for all economic segments of the population, with an emphasis on lower-income households and households with special needs;
- Goal 2: To conserve and improve the condition of the housing stock, particularly affordable housing;

- Goal 3: To promote equal housing opportunities for all persons regardless of race, age, sexual orientation, religion, sex, etc.;
- Goal 4: Establish adequate planning, administrative and fiscal tools to implement housing policies; and
- Goal 5: Reduce per capita residential energy use.

Riverside County Executive Oversight Committee on Homelessness Goals:

- Goal 1: Prevent homelessness among individuals and families at-risk of becoming homeless. Design and implement a coordinated prevention system to provide limited cash assistance, a wide range of free or low-cost supportive services, and/or supplies to those most likely to become homeless;
- Goal 2: End homelessness of single individuals and families who are living on the streets and in shelter and transitional housing programs. Design and implement a coordinated system of evidence-based Housing First, low barrier, and rapid rehousing (RRH) approaches to obtaining and maintaining housing of specified subpopulations in geographic areas with the greatest need; and
- Goal 3: Ensure funding for a coordinated system to end and prevent homelessness among individuals and families. Identify a wide range of public and private funding opportunities to conduct the design and implementation of the coordinated system to prevent and end homelessness.

AFH Stakeholder and Survey Fair Housing Issues:

In the development of the AFH Report, to ensure that analysis accurately reflected current community conditions and fair housing issues, extensive outreach was conducted over a six-month period. This outreach included interviews, attendance of local municipal advisory meetings, and the review and analysis of community feedback obtained via public hearing.

In the preparation of the AFH Report, to obtain community input pertaining to current fair housing issues, outreach was conducted, and feedback was solicited via the facilitation of stakeholder meetings in conjunction with the review of responses to an AFFH survey. This outreach process entailed reaching out to tenants, landlords, homeowners, fair housing organizations, civil and advocacy organizations, legal services providers, social services providers, housing developers, and industry groups.

These combined efforts (review of previously established goals, community feedback, and data research) along with the review of FHCRC quarterly intake categories yielded identification of the following eight fair housing issues within the County:

1. Insufficient affordable housing inventory to meet the needs of the community.
2. Inequitable access to housing opportunities for all persons regardless of race, age, sexual orientation, religion, sex, etc.
3. Housing stock conservation, need for improvement, rehabilitation, or repair.

4. Insufficient promotion of equal housing opportunities for all protected classes.
5. Planning, administration, and fiscal tools that need to be modified to meet changing housing needs.
6. Adequate mitigation of homelessness.
7. Per capita residential energy use.
8. Affordable housing funding constraints.

Contributing factors to these fair housing issues can be attributed to:

- Growing population of seniors and the corresponding importance of meeting their physical and socioeconomic housing needs.
- Shifts in the ethnic and racial demographic composition of Riverside's evolving community. Subsequently the need for increased multilingual in the advertisement and provision of services.
- Shifts in household composition requiring the need to meet multigenerational and larger family housing needs.
- The lack of education regarding County-funded services.
- Type of housing: Rent versus homeownership.

In addition, the AFH community stakeholder feedback revealed the need to address the following challenges:

- Insufficient amount of housing stock development. The need for increased development of adequate housing stock to meet the County's fair share of the region's housing needs for all economic segments of the population, with an emphasis on lower-income households and households with special needs.
- Economic disparities regarding earned income and housing costs.
- Discrimination related to race and mobility.
- Lack of streamlined housing development approval processes and the need for a more expedited approval process.
- Educational opportunities. The need for continued education and outreach which promotes:
 - affirmatively furthering fair housing and its importance.
 - affordable rental housing, first-time homebuyer down payment assistance, and home repair programs.
- The need to conserve and improve the condition of existing housing stock.
- The need to more adequately address the needs of the homeless community and services that assist individuals and families at risk of becoming homeless.

3. Fair Housing Promotion

The FHCRC is the service provider to whom the County of Riverside has contracted fair housing outreach services. Services and resources provided include fair housing counseling with specialization in anti-discrimination, landlord/tenant mediation, first-time homebuyer, foreclosure prevention, pre-purchase counseling, investigation of complaints of housing discrimination, outreach and education to housing providers, assistance with filing complaints with state and federal enforcement agencies, informational resources for tenants, property managers, and service providers, and credit counseling services for tenants, Realtors, apartment owners and managers, lending institutions, and other interested parties.

These services and educational activities are promoted via social media, Twitter, Instagram, Facebook, and online. The organization also uses US Postal Service Door-to-Door service to reach the community directly. Through the Postal Service website, the FHCRC is able to search for neighborhoods/zip codes, filtering target customers by specific demographics such as age, household size, and income.

The FHCRC targets lower-income areas, and the Postal Service carrier delivers FHCRC information mailers to every address while delivering the day's mail. Additionally, the FHCRC mails flyers to local public departments such as library, city hall, and community organizations with whom they have built relationships.

Riverside County allocated a total of \$131,745 in CDBG funding and program income to the FHCRC in the 2015 and 2020 grant years to assist at no cost with the following services:

- Responding to discrimination inquiries and complaints, documenting and investigating discrimination complaints, and resolving or mediating discrimination complaints
- Provision of a comprehensive, extensive, and viable education and outreach program which includes:
 - Fair housing workshops
 - Certificate management training
 - Walk-in clinics
 - Rental housing counseling workshops
 - Community presentations and staff training
 - Community events, booths, networking, etc.
- Landlord and tenant counseling on responsibilities and rights
- Rental counseling

The FHCRC offers regular walk-in counseling sessions, in addition to resources fairs, informational workshops (accessible in multiple languages), landlord and tenant workshops, and other outreach efforts. The County has confirmed with the FHCRC that there are no current lawsuits, enforcement actions, settlements, or judgments related to fair housing or civil rights as of the adoption of this document.

Fair Housing Profile Findings

To ascertain the County's fair housing profile, review of the FHCRC's 2023 quarterly reports, which differentiate fair housing calls by East and West County, reflected that the greatest number of complaints were landlord/tenant complaints followed by discrimination complaints.

Table 60: Fair Housing Profile Findings

	East: Discrimination	East: Landlord Tenant	West: Discrimination	West: Landlord Tenant
Q1 23-24	109	1,006	52	1,031
Q2 23-24	98	744	73	819
Q3 22-23	16	516	8	1,128
Q4 22-23	65	501	40	982
Total	288	2,767	173	3,960

HUD maintains a record of all housing discrimination complaints filed in local jurisdictions. These grievances can be filed based on race, color, national origin, sex, disability, religion, familial status, and retaliation.

Riverside County has also set a goal of retaining a fair housing provider to promote fair housing education and outreach within the community. While the FHCRC is the contracted provider of fair housing counseling services and education, affirmatively furthering fair housing shall require increased funding and additional staff to meet the needs of an increasingly diverse and growing population. Enforcement activities will require interagency collaboration as well as increased community engagement.

Elimination of Predatory Lending

The review of approved home loans reflects that that most loan applicants identified as White, followed by Asian and Hispanic. Data also suggests that a sizable portion of loan applicants identified as upper income level, while very few identified as low- or moderate-income level. Most applicants had their income level unknown or not available, which may impact the accuracy of these findings.

The listings reviewed during data collection for this report did not contain potentially discriminatory language related to income, disability, household size/family, or religion, which suggests a general adherence to fair housing practices in the real estate. The County continues to advance affirmatively furthering fair housing and lending practices accordingly.



Section V: Analysis of Federal, State, Local Data and Local Knowledge



City of Blythe



Section V. Analysis of Federal, State, and Local Data and Local Knowledge

1. Integration and Segregation Patterns and Trends

Riverside County, situated in Southern California, displays intricate patterns of integration and segregation shaped by historical, socioeconomic, and demographic factors. Analyzing various neighborhoods within the County reveals a nuanced picture of integration and segregation dynamics. Riverside County has a diverse history shaped by factors such as urbanization, migration, and housing policies. Rapid urbanization driven by population growth and economic development has transformed the County's once predominantly rural areas into sprawling suburban communities.

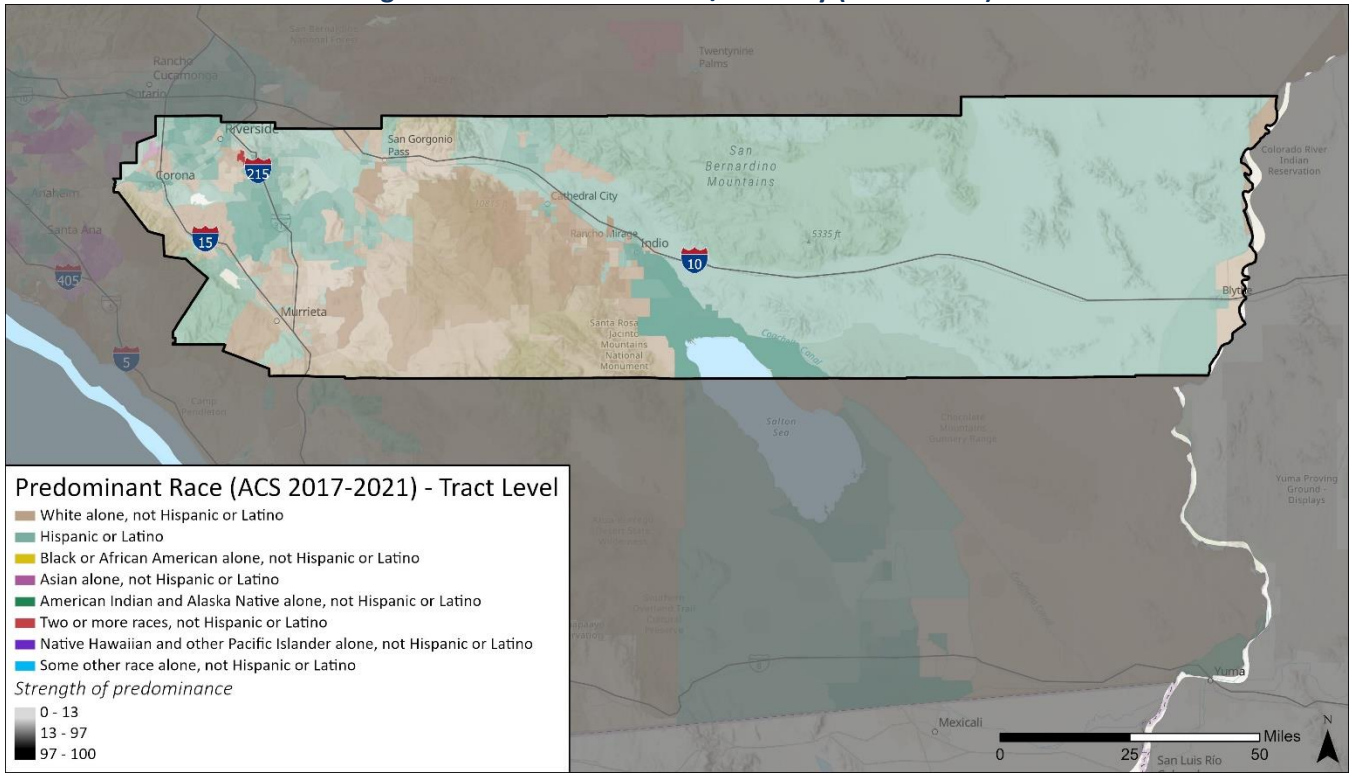
This urban expansion has been fueled in part by migration patterns, with individuals and families relocating from both within California and from other states in search of employment opportunities, affordable housing, and a desirable quality of life (Johnson, 2019). However, the influx of new residents has also strained housing markets, leading to affordability challenges and disparities in access to housing resources. Historical housing policies, including redlining and discriminatory lending practices, have contributed to entrenched patterns of segregation and uneven distribution of housing opportunities across different racial and socioeconomic groups (Lopez, 2020).

These policies have had lasting effects on neighborhood composition and socioeconomic stratification within Riverside County, highlighting the need for equitable housing policies and interventions to address systemic inequalities and promote inclusive urban development.

Increased Diversity, Segregation, and Integration

Riverside County, California, exhibits a diverse racial and ethnic landscape, with significant populations of Hispanic or Latino, White, and Asian residents, among others. Riverside County stands out in the state for its significant Hispanic population. It forms one of the largest areas within the Southern California Association of Governments region where most of the population identifies as Hispanic or Latino. This demographic trend has been prominent since the early 1900s, aligning with the growth of the County's agricultural economy. By 2020, Hispanics made up 49.4 percent of the overall population. Figure 132 below illustrates the vast Hispanic community in Riverside County.

Figure 60: Predominant Race/Ethnicity (Jurisdiction)



The County’s diversity index, which measures the probability that two individuals chosen at random will be of different races or ethnicities, is over 95 in much of the County. This level of diversity has remained steady in recent years, indicating a stable multicultural environment. The southern part of Riverside County is the most diverse, while the least diverse areas are found in the southeast. The data provided in the tables below shows the demographic changes for the Jurisdiction and Region in different racial and ethnic groups over time. These trends highlight the increasing diversity of the population over time.

Table 61: Population by Race/Ethnicity (Jurisdiction/Region)

Race/Ethnicity or National Origin	Jurisdiction, Number	Jurisdiction, Percentage	Region, Number	Region, Percentage
Race/Ethnicity				
White, Non-Hispanic	378,002	43.3%	1,546,666	36.6%
Black, Non-Hispanic	41,347	4.7%	301,523	7.1%
Hispanic	374,154	42.9%	1,996,402	47.3%
Asian or Pacific Islander, Non-Hispanic	52,197	6.0%	261,593	6.2%
Native American, Non-Hispanic	5,605	0.6%	19,454	0.5%
Two or More Races, Non-Hispanic	19,406	2.2%	91,476	2.2%
Other, Non-Hispanic	1,390	0.2%	7,737	0.2%
National Origin				
Foreign Born	192,300	22.1%	951,508	22.5%

Data Source: Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T)

Table 62: Population Trends by Race/Ethnicity (Jurisdiction)

Race/Ethnicity	1990 Trend		2000 Trend		2010 Trend		2020 Trend	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
White, Non-Hispanic	254,439	65.5%	291,729	55.2%	378,002	43.3%	378,002	43.3%
Black	15,480	4.0%	23,236	4.4%	47,712	5.5%	41,347	4.7%
Hispanic	105,569	27.2%	188,287	35.6%	374,154	42.9%	374,154	42.9%
Asian or Pacific Islander	8,059	2.1%	14,661	2.8%	60,811	7.0%	52,197	6.0%
Native American	3,679	1.0%	7,710	1.5%	9,492	1.1%	5,605	0.6%

Data Source: Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T)

Table 63: Population Trends by Race/Ethnicity (Region)

Race/Ethnicity	1990 Trend		2000 Trend		2010 Trend		2020 Trend	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
White, Non-Hispanic	1,615,830	62.4%	1,540,776	47.3%	1,546,666	36.6%	1,546,666	36.6%
Black	168,731	6.5%	263,322	8.1%	336,944	8.0%	301,523	7.1%
Hispanic	685,672	26.5%	1,228,683	37.8%	1,996,402	47.3%	1,996,402	47.3%
Asian or Pacific Islander	93,331	3.6%	164,035	5.0%	298,585	7.1%	261,593	6.2%
Native American	18,007	0.7%	36,061	1.1%	36,077	0.9%	19,454	0.5%

Data Source: Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T)

In terms of integration and segregation patterns, Riverside, like many cities in the United States, exhibits a mix of both. On one hand, there are areas where Hispanic residents are well-integrated into the broader community, participating in various aspects of civic life, including education, employment, and cultural events.

These areas often boast diverse populations and foster a sense of inclusivity and mutual respect among different ethnic groups. However, there are also instances of segregation, where certain neighborhoods or districts may be predominantly Hispanic due to socioeconomic factors, historical patterns, or cultural preferences. This can lead to disparities in access to resources, educational opportunities, and economic mobility, perpetuating cycles of inequality within the community. Table 64 and the figures below show a snapshot of how the race/ethnicity demographics of the Jurisdiction and Region are broken down.

Table 64: Race Ethnicity Population by Districts (Jurisdiction)

Race/Ethnicity	District 1	District 2	District 3	District 4	District 5
White	109,769	153,891	224,349	174,359	126,361
Black	30,750	26,132	25,094	11,628	52,924
Hispanic	299,379	228,192	163,667	249,662	260,429
Asian or Pacific Islander	29,228	58,834	43,488	14,342	25,700
Native American	1,653	1,417	3,246	2,022	3,621
Two or More Races	13,607	17,423	26,419	10,888	16,390
Other	2,622	2,638	2,638	2,126	2,550
TOTAL	487,008	488,527	488,901	456,027	487,975

Data Sources: 2021 Redistricting of Riverside County's Supervisorial Districts

Table 65: Race/Ethnicity Demographic Summaries by Districts (Jurisdiction)

District	Race/Ethnicity Demographics
District 1	The Hispanic community forms the majority, with 299,379 individuals, followed by the White and Black communities with 109,769 and 30,750 individuals, respectively.
District 2	The Hispanic community is the majority here, with 228,192 individuals. The White community follows with 153,891 individuals, and the Asian or Pacific Islander community has 58,834 individuals.
District 3	The White community is the majority, with 224,349 individuals. The Hispanic and Asian or Pacific Islander communities follow with 163,667 and 43,488 individuals, respectively.
District 4	The Hispanic community forms the majority, with 249,662 individuals. The White and Black communities follow with 174,359 and 11,628 individuals, respectively.
District 5	The Hispanic community is the majority here, with 260,429 individuals. The White and Black communities follow with 126,361 and 52,924 individuals, respectively.

Figure 61: Riverside County Supervisorial District Boundaries 2021

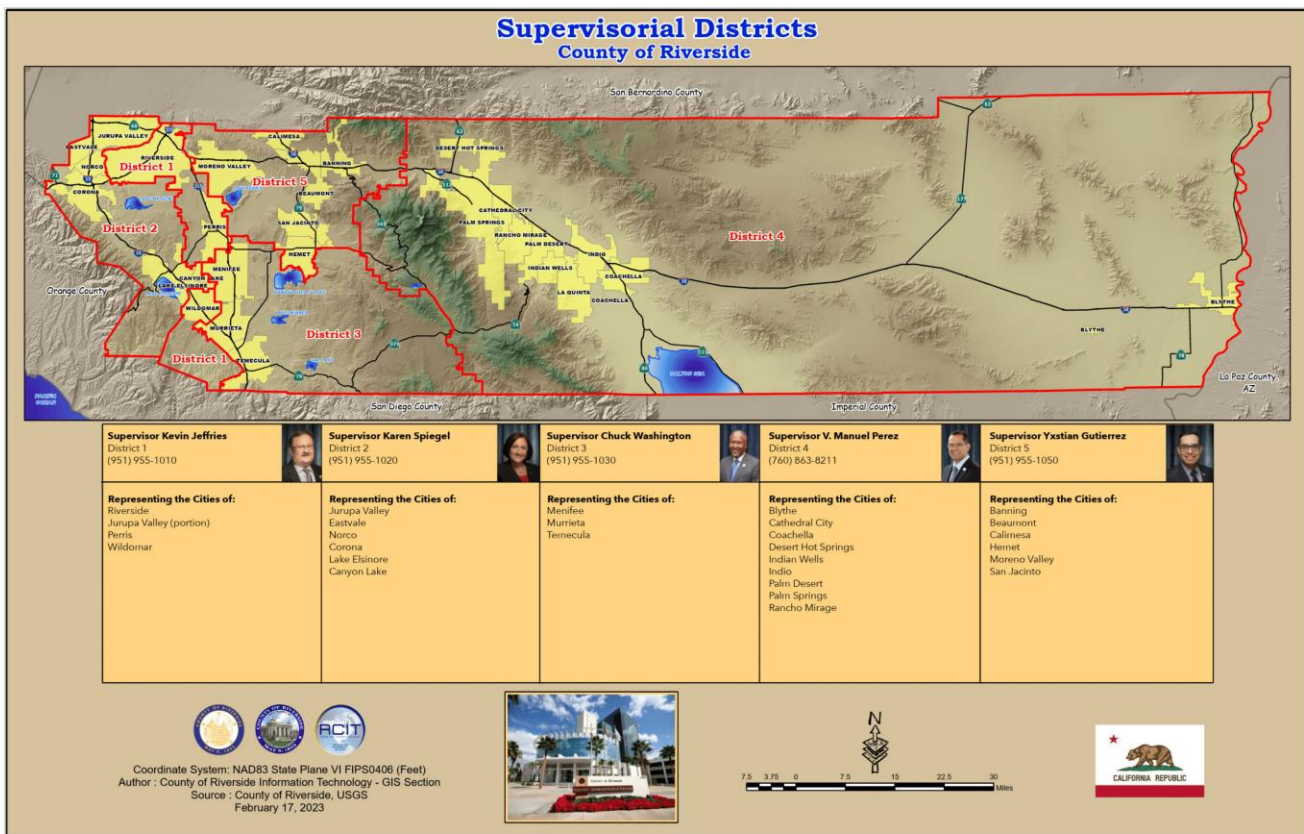


Figure 62: Percent Total Non-White Population (Jurisdiction)

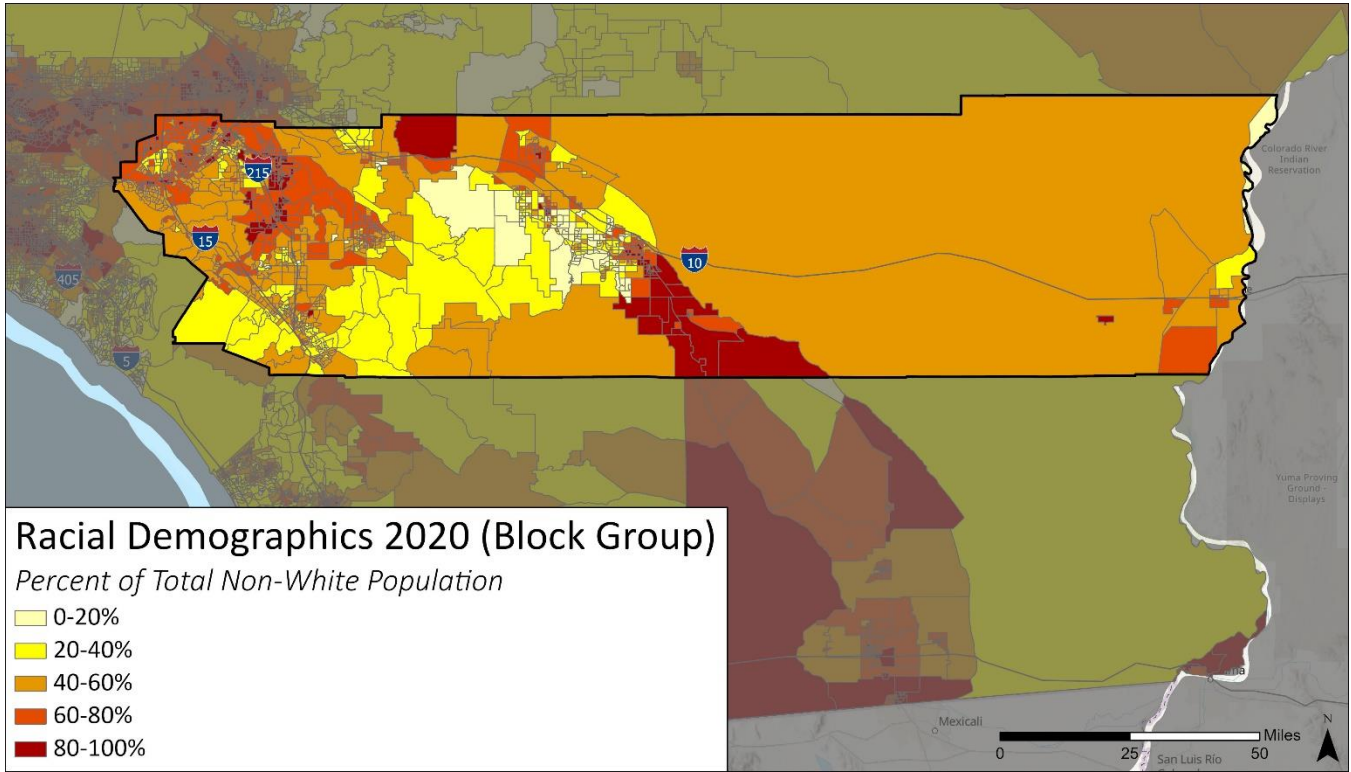


Figure 63: Percent Total Non-White Population (Region)

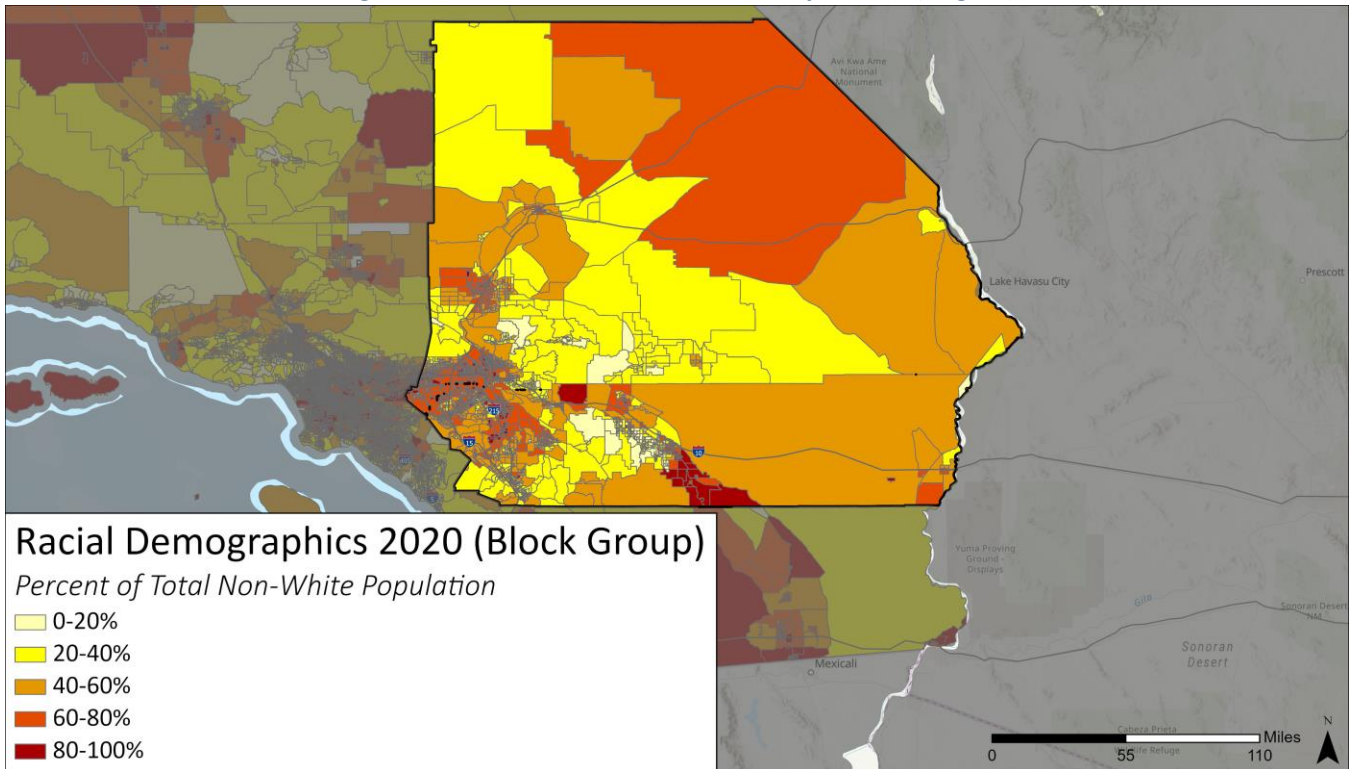


Figure 64: Predominant Race (Jurisdiction)

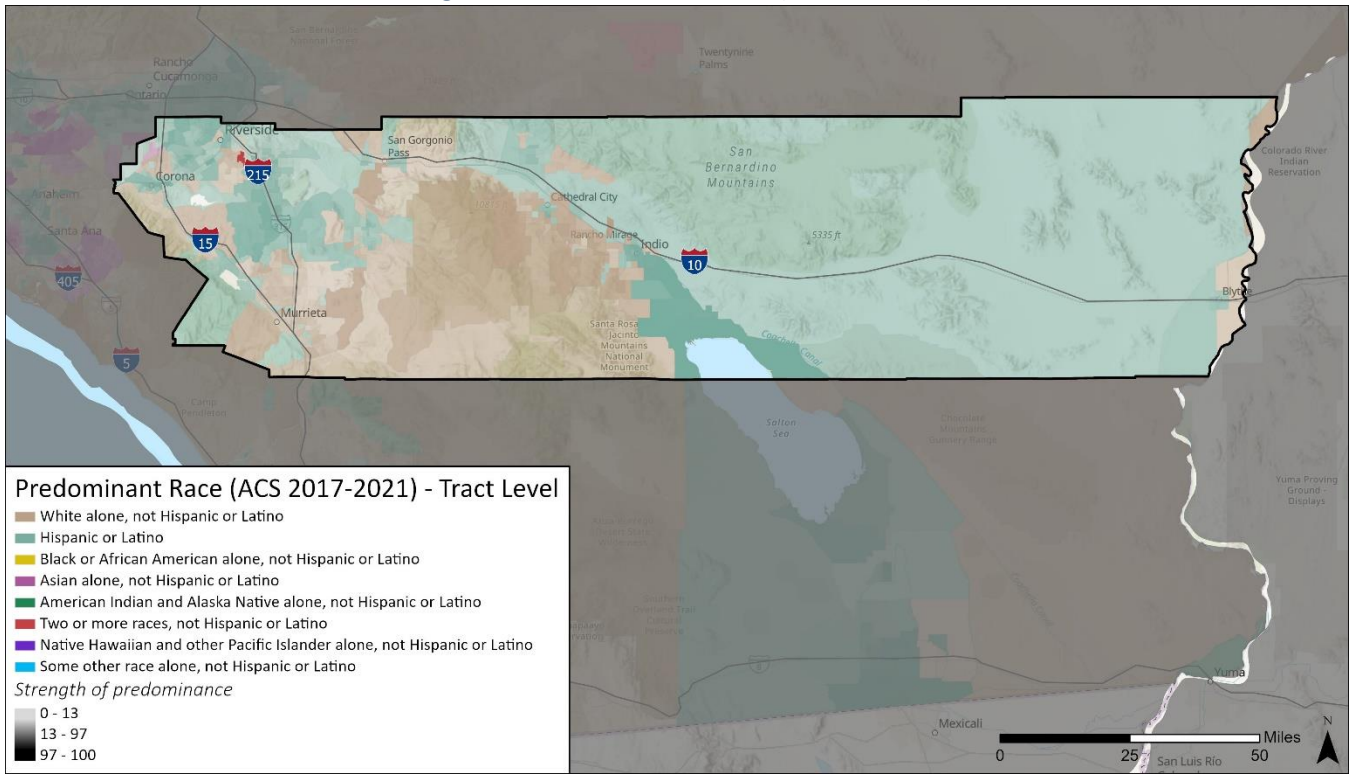
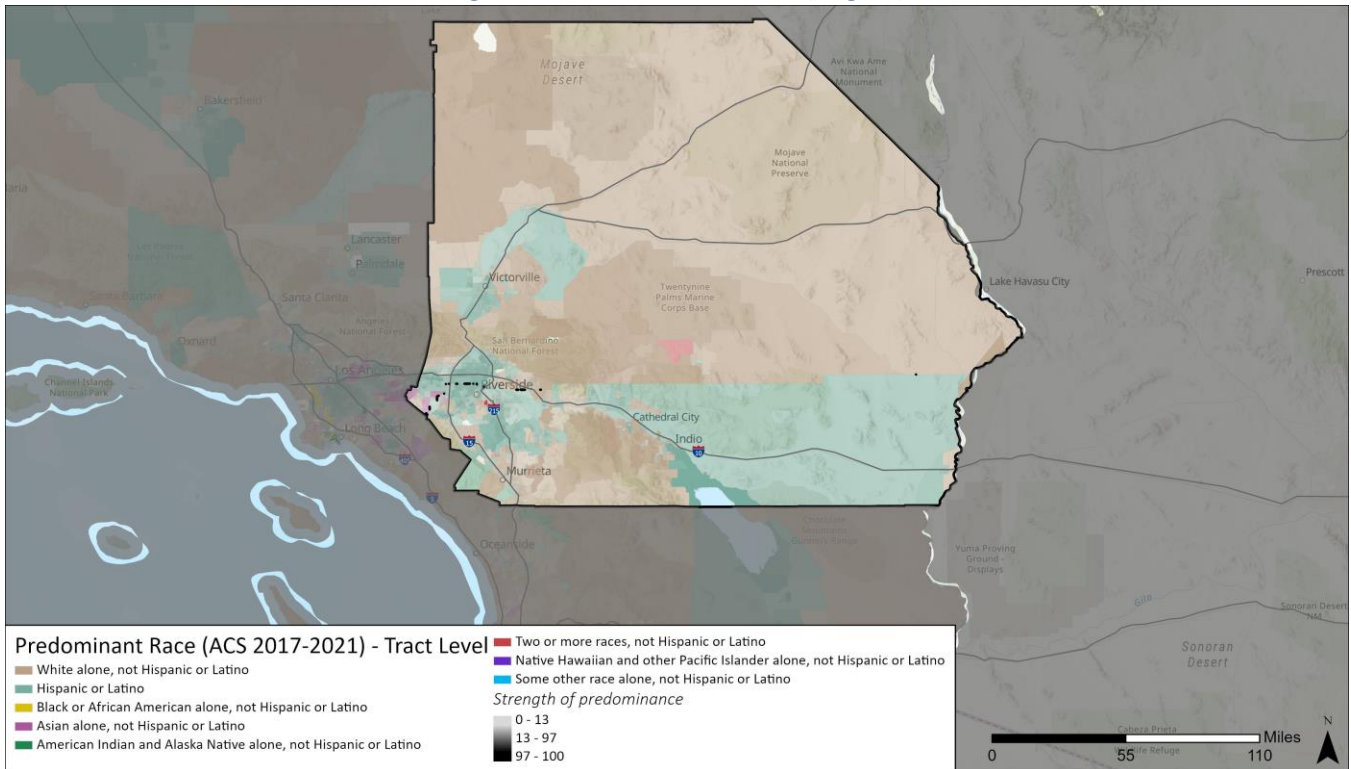


Figure 65: Predominant Race (Region)



Increased Diversity, Segregation, and Integration Impact

Increased diversity, segregation, and integration can impact housing in numerous ways:

- **Gentrification:** Integration efforts may inadvertently lead to gentrification, where higher-income residents move into a diverse neighborhood, driving up property values and rents, making housing less affordable for existing residents.
- **Redlining:** Segregation can perpetuate historical patterns of redlining, where certain neighborhoods, often populated by minority groups, are denied access to loans and mortgages, hindering their ability to afford housing and build wealth.
- **Zoning Policies:** Zoning policies can reinforce segregation by limiting affordable housing options in certain areas, perpetuating disparities in access to quality housing and amenities.
- **Discriminatory Practices:** Discriminatory practices in the housing market, such as landlords or real estate agents favoring certain demographics over others, can exacerbate segregation and limit access to fair housing opportunities.
- **Limited Resources:** A more diverse population requires a diversity in available resources, including affordable housing programs, subsidies, and housing assistance.

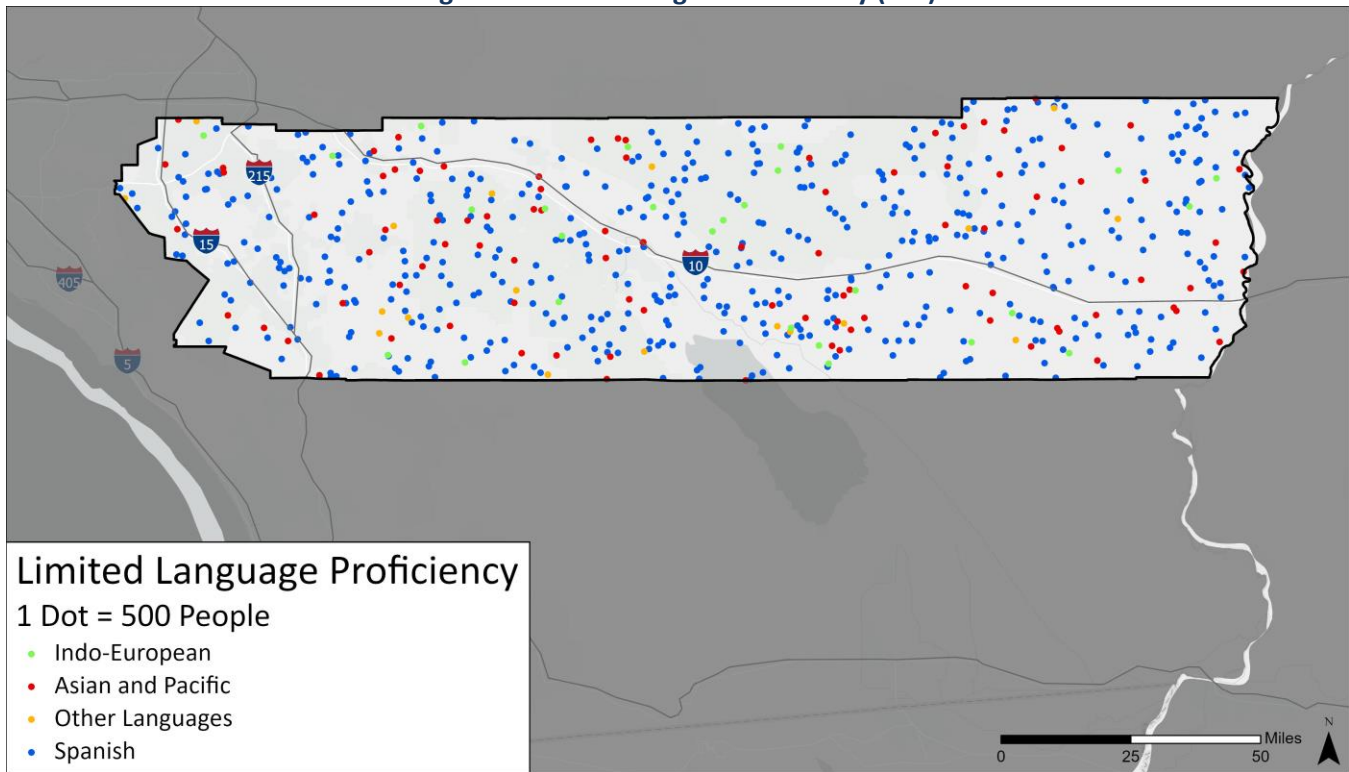
Addressing these challenges requires comprehensive policies that promote inclusive communities, combat discrimination, and provide equitable access to affordable housing for all residents, regardless of race, ethnicity, or socioeconomic status.

Limited English Proficiency and Foreign-Born Population

Riverside residents with Limited English Proficiency (LEP) have significantly increased, both in real terms and as a proportion of the overall population, from 122,105 residents in 1990, or 10.43 percent of the total, to current estimates of 324,495, or 14.82 percent of total County residents.

This represents a 166 percent increase since 1990. Regionally, the proportionate share increased even more dramatically, from 9.73 percent of the population in 1990 to 15.17 percent in 2020. In absolute terms, the numbers of LEP speakers regionally increased 155 percent. The figure below provides an overview of LEP patterns in Riverside County, highlighting the concentration of LEP individuals across different jurisdictions and regions.

Figure 66: Limited English Proficiency (LEP)



In terms of national origin, the largest foreign-born population within the jurisdiction and the region is from Mexico. After Mexico, the greatest numbers of foreign-born residents are from Other Central America, El Salvador, Other Southeastern Asia, Canada, and the Philippines.

HUD has developed a R/ECAPs analysis. For the Region, the total population in R/ECAPs is 209,235. At 63.30 percent, Hispanics forms the majority; White residents are second at 17.17 percent, followed by 12.02 percent Black and 4.89 percent Asian or Pacific Islander. This follows the same trend as the Jurisdiction.

There are also a total of 41,495 families in R/ECAPs, of which families with children constitute 61.94 percent. The top countries of origin for the R/ECAP population include Mexico, Other Central America, El Salvador, and Other Southeastern Asia.

Limited English Proficiency and Foreign-Born Population Impact

As the County's demographics shift, with a sizable portion of its population being foreign-born or LEP speakers, several factors emerge:

- **Language Barriers:** LEP among some residents can create communication barriers between landlords, real estate agents, and tenants. This can lead to misunderstandings regarding lease agreements, tenant rights, and property maintenance, impacting the overall quality of housing.
- **Access to Housing Resources:** Foreign-born individuals and English as a second language (ESL) speakers may face difficulties accessing housing resources and services due to language

barriers. Understanding housing laws, rental procedures, and navigating paperwork can be challenging, hindering their ability to secure suitable housing options.

- **Discrimination and Stereotyping:** Foreign-born populations and ESL speakers may encounter discrimination or stereotyping in the housing market. Landlords or property owners may have biases against certain ethnic or linguistic groups, leading to unequal treatment or limited housing options for these individuals.
- **Limited Affordable Housing Options:** The demand for affordable housing in Riverside County is exacerbated by the growing foreign-born population and ESL speakers. Limited proficiency in English may restrict job opportunities, impacting income levels and affordability of housing options for these communities.
- **Community Integration:** Language barriers can also impede the integration of foreign-born populations into local communities. Lack of proficiency in English may hinder social interactions, access to community services, and participation in neighborhood activities, affecting the sense of belonging and community cohesion.

Racially/Ethnically Concentrated Areas of Poverty

HUD has established a definition for R/ECAPs in Riverside County. These areas are characterized by a non-White population of 50 percent or more and either a poverty rate exceeding 40 percent or three times the average tract poverty rate for the metropolitan/micropolitan area, whichever is lower.

Understanding and identifying these areas is crucial, as location significantly impacts health, education, and economic opportunities. Residential segregation exacerbates racial inequality, although these areas may also offer unique opportunities, such as ethnic enclaves that foster cultural preservation and support networks for immigrants.

The R/ECAPs in Riverside County encompass several distinct regions. These include the tracts immediately bordering the Salton Sea, the region southwest of Desert Hot Springs, Meadowbrook, the communities southwest of Hemet, and certain sections of the Cities of Riverside and Moreno Valley.

The unincorporated areas of Riverside County that fall under the R/ECAPs category have a combined population of approximately 35,047. Notably, these areas have the highest concentration of individuals who identify as Hispanic. For a visual representation, refer to the figures below, which illustrate the groupings of R/ECAPs within the County and Region.

Figure 67: R/ECAPs (Jurisdiction)

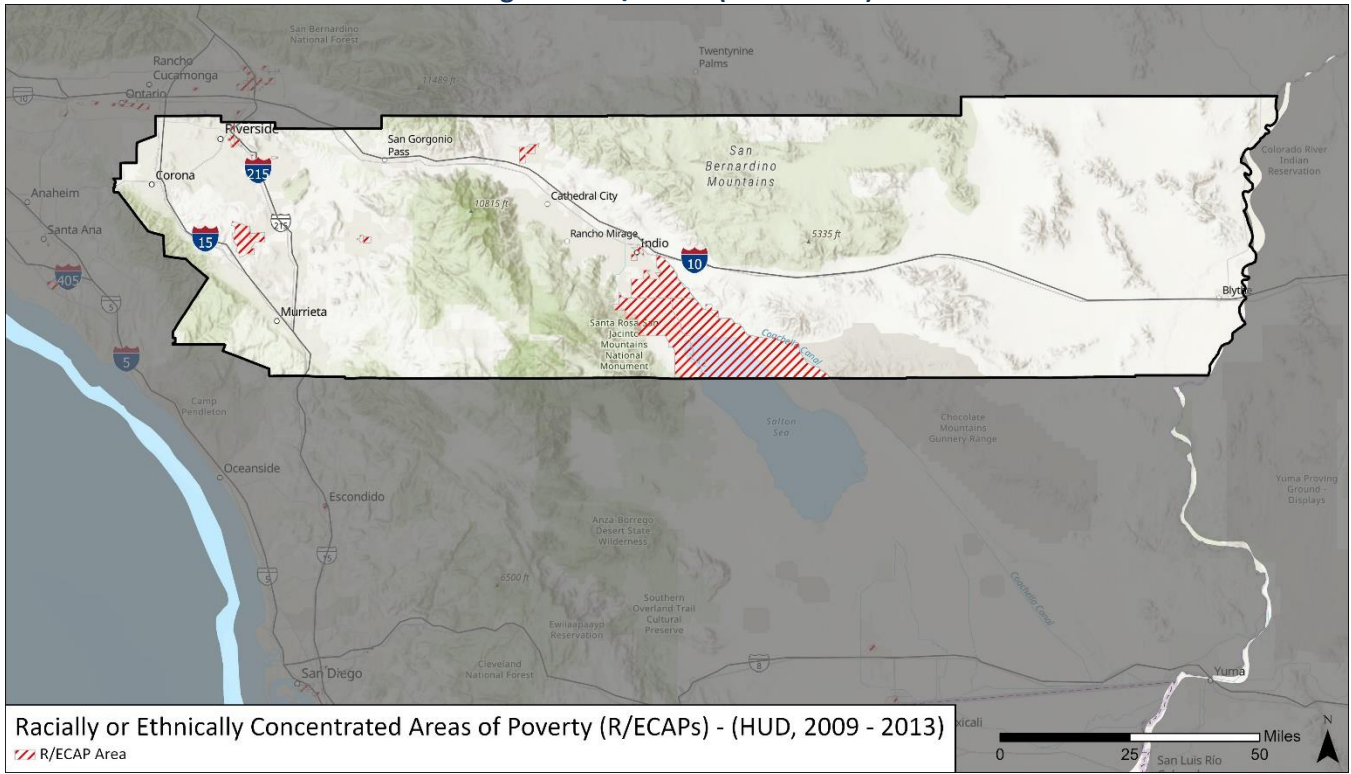
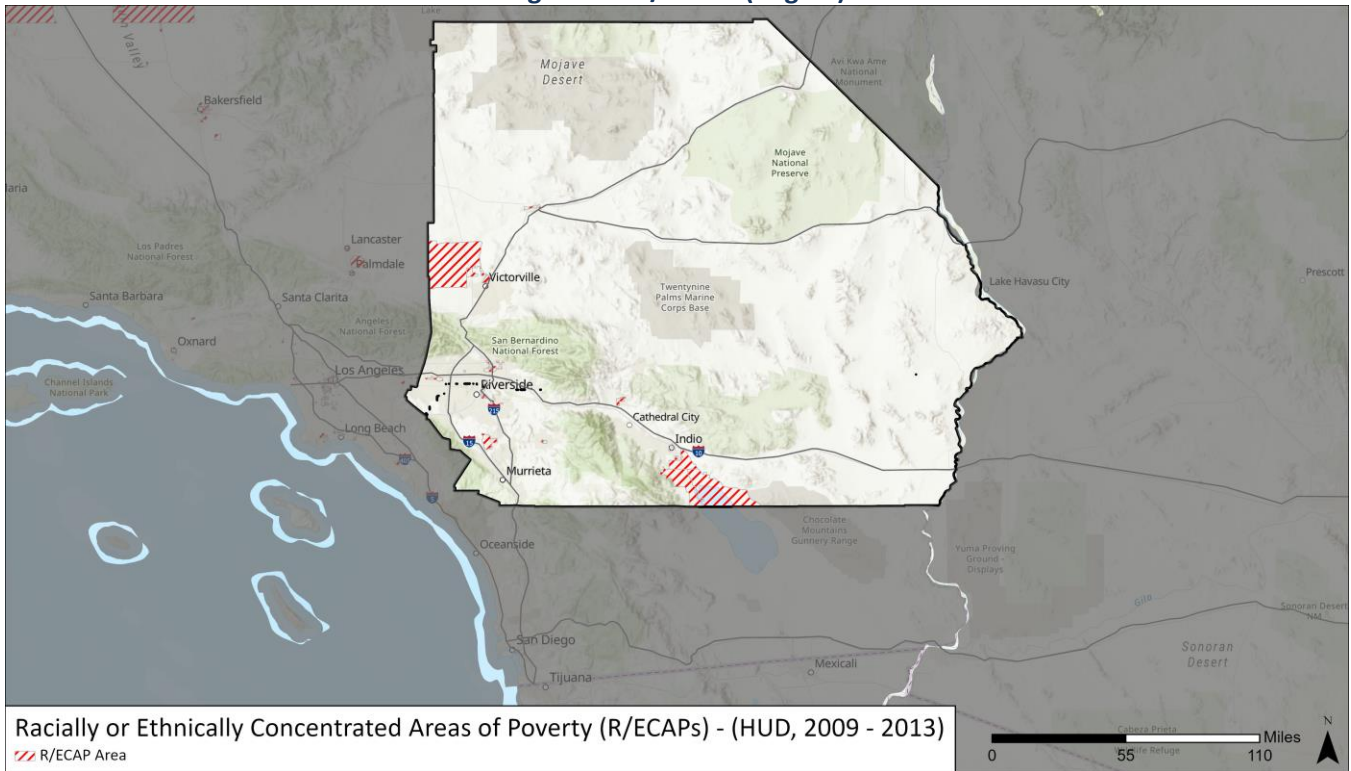


Figure 68: R/ECAPs (Region)



Racially/Ethnically Concentrated Areas of Poverty Impacts

There are several ways that R/ECAPS impact housing in Riverside County:

- **Limited Access to Affordable Housing Options:** Residents in these areas may struggle to find affordable housing due to high demand, low supply, and discriminatory practices.
- **Higher Rates of Housing Instability:** Residents may experience elevated rates of eviction, foreclosure, and homelessness due to economic hardship and housing market pressures.
- **Lower Property Values:** Housing in these areas often has lower property values compared to more affluent neighborhoods, affecting homeowners' equity and investment potential.
- **Discriminatory Practices:** Residents may face discrimination in housing, including rental and lending discrimination, which can limit their housing choices and perpetuate segregation.
- **Neglected Infrastructure and Community Development:** These areas may suffer from inadequate infrastructure, such as deteriorating roads, lack of public transportation, and limited access to essential services, further exacerbating housing challenges.
- **Limited Educational and Employment Opportunities:** Residents may have restricted access to quality education and job opportunities, impacting their ability to afford housing and improve their living conditions.
- **Health Disparities:** Housing conditions in these areas can contribute to health disparities, including exposure to environmental hazards and limited access to healthcare services, affecting residents' overall well-being.

These factors collectively underscore the complex challenges faced by R/ECAPS in the County. Targeted interventions and policies are essential to address housing inequities and promote a more equitable living environment.

Racial Segregation

The dissimilarity index serves as a widely used metric for assessing segregation between two demographic groups. It depicts their proportional distributions across residential areas, which are defined by census tracts. This index represents the proportion of the minority group that would need to relocate to different neighborhoods to achieve full integration. Scores on the index span from 0 percent (indicating complete integration) to 100 percent (denoting total segregation). When the index exceeds 60, communities are considered highly similar and segregated.

It is essential to recognize that segregation is a multifaceted issue, challenging to generalize, and influenced by various factors. Individual preferences play a role in segregation, as some residents choose to live among peers of their own racial or ethnic backgrounds. For instance, recent immigrants often rely on nearby family, friends, and cultural institutions to aid their adaptation to a new country. Conversely, when white residents move away from increasingly diverse neighborhoods, those areas may become more segregated.

Comprehending the intricate factors that contribute to residential segregation is critical for effectively addressing housing issues. These factors include:

- **Housing Market Dynamics:** The interplay of supply, demand, and property values significantly influences where people live. Market forces can lead to concentration or dispersion of certain demographics in specific neighborhoods.
- **Lending Disparities Among Ethnic Groups:** Unequal access to loans and mortgages can perpetuate segregation. Discriminatory lending practices or limited financial resources affect housing choices and opportunities.
- **Housing Affordability:** The affordability of housing directly impacts residential patterns. High-cost areas may exclude certain groups, leading to concentration in more affordable neighborhoods.
- **Discriminatory Practices:** Discrimination in housing, whether overt or subtle, affects housing decisions. Rental discrimination, redlining, and biased practices limit housing options for marginalized communities.

Riverside County residents experience comparable or slightly higher access to opportunities compared to residents in the broader Region. The higher index scores across various domains highlight Riverside's favorable access to education, employment, and reduced poverty exposure. Importantly, these scores remain consistent across different protected groups, indicating that individuals from most racial and ethnic backgrounds enjoy a higher quality of life by various metrics than their counterparts in the larger statistical Region.

The racial/ethnic dissimilarity index for Riverside County compares favorably to the region in terms of absolute values, indicating that Riverside County is more integrated than the overall Region. However, examining overall trends reveals a different perspective. While the County witnessed a 13.12 percent decline in racial segregation within the Black community based on the 2010 census, estimates from 2020 indicate that Riverside County is trending toward more segregation, not less, within the Black community and across all demographic categories.

In fact, across the board, the County is moving in the direction of increased segregation, consistent with the regional trend. Regarding non-Whites, the level of segregation from Whites, as measured by the dissimilarity index, has increased by 22.92 percent within the County since 1990. Although this increase is slightly less than the regional rise of 25.4 percent during the same period, the upward trend persists. Apart from the Black community, where segregation has ticked up recently but remains statistically declining, this pattern holds true for other ethnic and racial groups within the County and their counterparts in the broader Region.

Specifically:

- The Hispanic population has become increasingly segregated by 24.12 percent within the County and 23.59 percent within the Region.
- The Asian and Pacific Islander populations, while still experiencing increased segregation, fare better within the County, with levels rising by 16.84 percent, compared to 29.85 percent within the Region.

These trends underscore the complex dynamics of residential segregation and highlight the need for continued efforts to promote integration and equity. Table 66 and the figures below provide insights into segregation trends within the Jurisdiction and Region.

Table 66: Racial/Ethnic Dissimilarity Trends (Jurisdiction/Region)

Race/Ethnicity	Jurisdiction, 1990	Jurisdiction, 2000	Jurisdiction, 2010	Jurisdiction, 2020	Region, 1990	Region, 2000	Region, 2010	Region, 2020
Non-White/White	38.41	38.70	33.14	36.33	32.92	38.90	38.95	41.29
Black/White	55.54	44.17	35.34	40.13	43.74	45.48	43.96	47.66
Hispanic/White	40.15	41.99	37.78	39.48	35.57	42.40	42.36	43.96
Asian or Pacific Islander/White	32.23	26.27	39.67	44.76	33.17	37.31	38.31	43.07

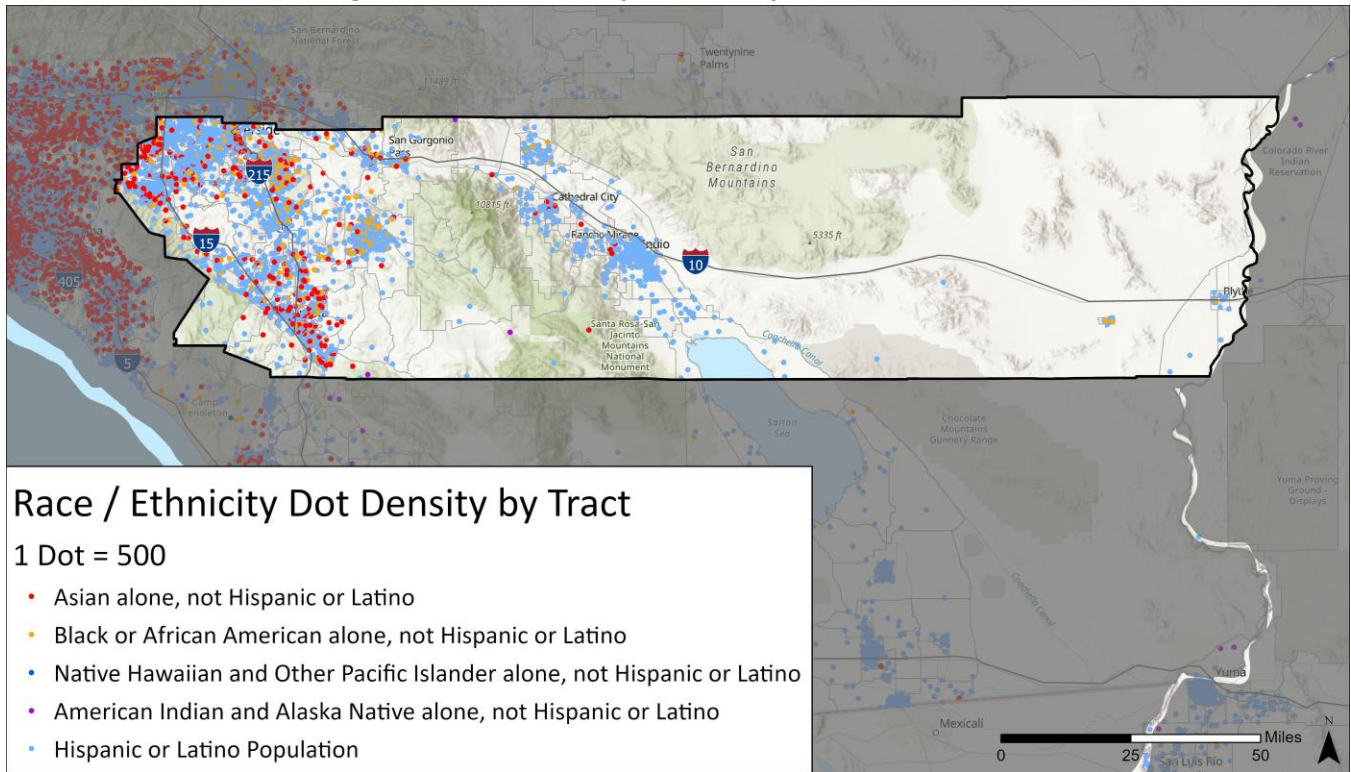
Data Source: 2020 HUD AFFH Online Mapping Tool

Segregation Trends in the Jurisdiction

Dissimilarity indices measure the spatial separation between racial and ethnic groups within residential areas. Higher indices indicate greater segregation and highlight the need for efforts to promote integration and reduce residential segregation across racial and ethnic lines.

- The Non-White/White dissimilarity has steadily increased over time, suggesting a persistent divergence.
- Black/White dissimilarity remains high, indicating ongoing segregation.
- Hispanic/White dissimilarity also shows disparities, although it has not increased significantly.
- Asian or Pacific/White dissimilarity has risen, indicating distinct residential patterns for these groups.

Figure 69: Race/Ethnicity Dot Density - 2010 (Jurisdiction)

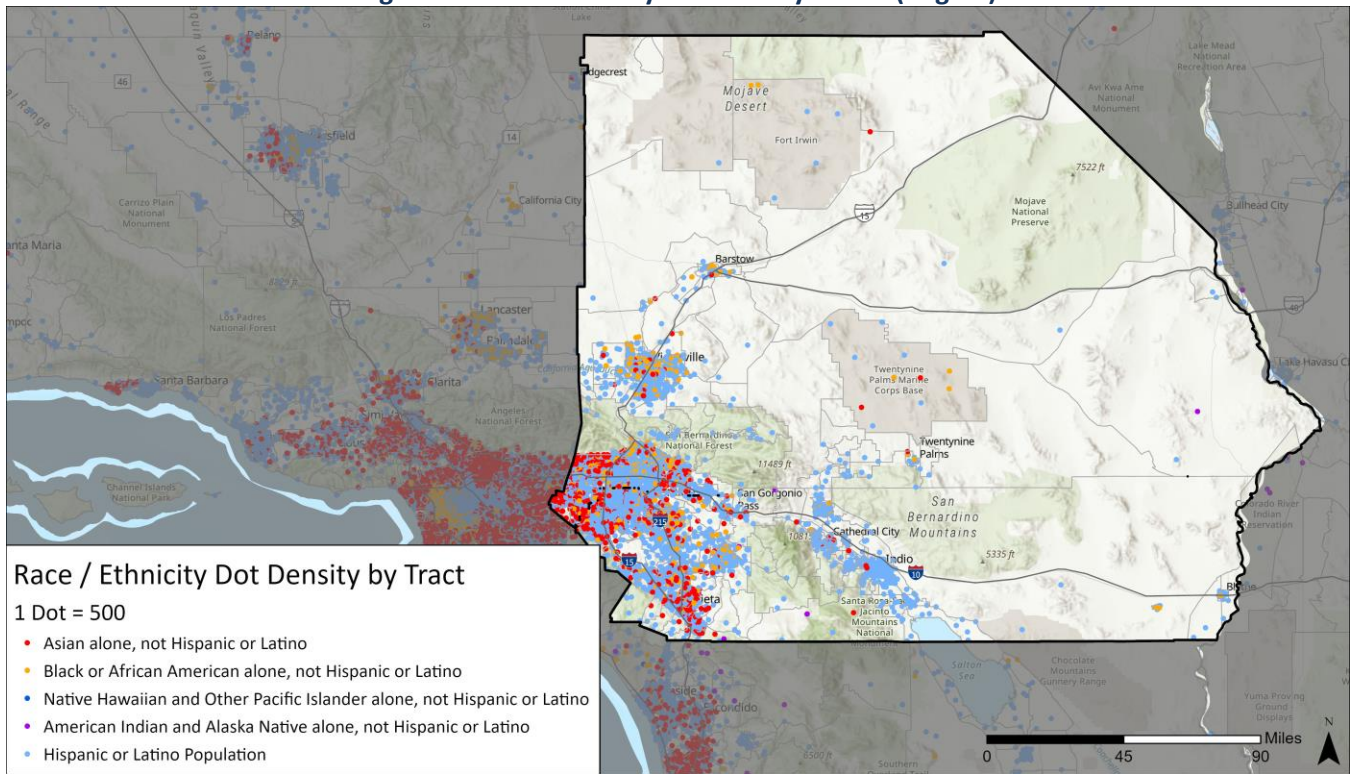


Segregation Trends in the Region

Efforts to create and provide equitable housing policies, education, and economic opportunities are crucial for addressing these disparities and fostering more inclusive communities. Higher indices throughout the Region indicate greater segregation. Some observations made in the region:

- The Non-White/White dissimilarity declined from 1990 to 2010, suggesting improved integration.
- Black/White dissimilarity remains high, indicating persistent segregation, but has trended down in recent years.
- Hispanic/White dissimilarity shows fluctuations but remains relatively moderate.
- Asian or Pacific/White dissimilarity has increased significantly, highlighting distinct residential patterns for these groups.

Figure 70: Race Ethnicity Dot Density - 2010 (Region)



Homelessness by Demographics

Homelessness poses a significant challenge for all demographics in Riverside County, including the White population. Several contributing factors include economic hardship, a shortage of affordable housing, mental health issues, and substance abuse.

Moreover, systemic inequalities and barriers to accessing resources exacerbate the problem across all communities, irrespective of race. Table 67 provides an overview of the homeless PIT Count for Riverside County, specifically focusing on demographics.

The racial and ethnic composition of the homeless population in Riverside County:

- **White Population:** The largest group among the homeless residents is the White population, accounting for 68.54 percent.
- **Hispanic/Latino Population:** The Hispanic/Latino community also represents a significant portion of the homeless population at 37.16 percent.
- **Black/African American Population:** The Black/African American community also contributes to the homeless population at 15.57 percent.
- **American Indian/Alaskan Native Population:** Lastly, the American Indian/Alaskan Native group is a nominal part of the homeless demographic at 2.87%.

Table 67 is a snapshot that underscores the diversity of individuals experiencing homelessness in Riverside County and highlights the need for targeted support and resources.

Table 67: Homeless PIT Count for Riverside County by Demographics

Demographic Category	Demographic	Number	Percent
Gender	Male	1,722	70.54%
Gender	Female	701	28.72%
Gender	Transgender	4	0.16%
Gender	Gender Non-conforming	14	0.57%
Race/Ethnicity	Hispanic/Latino	907	37.16%
Race/Ethnicity	Black/African American	380	15.57%
Race/Ethnicity	White	1,673	68.54%
Race/Ethnicity	American Indian/Alaskan Native	70	2.87%
Race/Ethnicity	Asian	32	1.31%
Race/Ethnicity	Native Hawaiian/Pacific Islander	48	1.97%
Race/Ethnicity	Multi-Racial/Other	238	9.75%
Age	Under 18	13	0.53%
Age	18-24	172	7.05%
Age	25-54	1,669	68.37%
Age	55-61	445	18.23%
Age	62+	142	5.82%

Data Sources: 2023 Point-in-Time Count

Racial Segregation Impacts

The impact of racial segregation in Riverside County has been multifaceted and far-reaching. The following factors contribute to racial segregation within the County and in turn further segregation:

- **Limited Access to Quality Housing:** Racial segregation can result in certain communities having limited access to quality housing options, leading to disparities in living conditions and housing amenities.
- **Economic Disparities:** Segregation can perpetuate economic disparities, as racially segregated neighborhoods may have different levels of property values, rents, and investment, affecting the ability of residents to build wealth through homeownership.
- **Educational Opportunities:** Segregated housing can impact access to quality education, as neighborhoods with higher concentrations of minority populations may have underfunded schools and fewer educational resources compared to predominantly white areas.
- **Healthcare Disparities:** Residents of racially segregated neighborhoods may face disparities in healthcare access and outcomes, including limited access to healthcare facilities, higher rates of chronic illnesses, and poorer health outcomes.
- **Limited Access to Resources:** Segregation can result in unequal access to resources such as grocery stores, parks, public transportation, and employment opportunities, further perpetuating economic and social inequalities.
- **Policing and Criminal Justice:** Segregated neighborhoods may experience over-policing and disparities in the criminal justice system, leading to higher rates of incarceration and contributing to cycles of poverty and social exclusion.

- **Social Isolation and Discrimination:** Segregation can contribute to social isolation and discrimination, as residents of segregated neighborhoods may face stigma and barriers to social and economic integration with other communities.
- **Housing Discrimination:** Segregation can perpetuate housing discrimination practices, including redlining and discriminatory lending, which limit housing options and opportunities for minority populations.

The effects of racial segregation can have long-term impacts on individuals and communities, affecting economic mobility, health outcomes, and overall quality of life for generations.

Racial Integration Impacts

Historically, like many areas in the United States, Riverside County faced segregation due to practices such as redlining and restrictive covenants, which limited where people of different races could live. As efforts toward racial integration gained momentum, several notable impacts on housing emerged in Riverside County:

- **Residential Patterns:** Integration led to changes in residential patterns, making neighborhoods more diverse. This shift created increased opportunities for people of different races to live in areas that were previously segregated.
- **Housing Market Dynamics:** Integration influenced housing market dynamics. Areas once considered undesirable experienced heightened demand as racial barriers dissolved. Conversely, some previously exclusive neighborhoods encountered resistance or tension as they diversified.
- **Policy Changes:** Integration efforts coincided with changes in housing policies and regulations aimed at combating discrimination. Fair housing laws and enforcement mechanisms were implemented to ensure equal access to housing opportunities for all residents.
- **Community Dynamics:** Integration also impacted community dynamics. It fostered greater social cohesion in some areas but could also lead to tensions or conflicts as different racial and ethnic groups shared spaces and resources.
- **Economic Impacts:** Integration affected housing economically. Property values and investment patterns shifted in response to changing demographics. More integrated areas often saw increased property values due to higher demand, while others experienced disinvestment as demographics changed.

The journey toward racial integration in Riverside County has been intricate and ongoing, influenced by historical legacies, policy interventions, economic factors, and community dynamics. While significant progress has been made in dismantling racial barriers within housing, several challenges persistently shape the housing landscape:

- **Housing Affordability:** Ensuring affordable housing remains accessible to all residents is an ongoing challenge. High housing costs can disproportionately affect marginalized communities.
- **Gentrification:** As neighborhoods evolve, gentrification can lead to displacement of long-standing residents. Balancing revitalization with community preservation is crucial.

- **Persistent Disparities:** Despite strides in integration, disparities related to race, ethnicity, and socioeconomic status persist. Equitable access to housing opportunities remains a priority.

In this dynamic context, Riverside County continues to navigate complexities, seeking solutions that promote inclusivity, fairness, and thriving communities.

Disparities in Access to Opportunity

HUD has developed several indices to assess segregation and disparities in access to opportunity within communities. These indices include:

- Low Poverty Index
- School Proficiency Index
- Job Proximity Index
- Labor Market Index
- Low Transportation Cost Index
- Transit Trips Index
- Environmental Health Index

Analyzing these indices, it appears that residents of Riverside County have relatively good access to opportunities, especially in education and employment. Their scores are comparable to or slightly higher than those of residents in the broader statistical Region. Additionally, these positive outcomes are consistent across various racial and ethnic groups.

Regional Opportunity Index (ROI)

The UC Davis Center for Regional Change and Rabobank partnered to develop the Regional Opportunity Index (ROI) intended to help communities understand local social and economic opportunities. The goal of the ROI is to help target resources and policies toward people and places with the greatest need to foster thriving communities. The ROI incorporates both “people” and “place” components, integrating economic, infrastructure, environmental, and social indicators into a comprehensive assessment of the factors driving opportunity.”

“People” is a relative measure of people’s assets in education, the economy, housing, mobility/transportation, health/environment, and civic life as follows:

- **Education Opportunity:** Assesses people’s relative success in gaining educational assets, in the form of a higher education, elementary school achievement, and regular elementary school attendance.
- **Economic Opportunity:** Measures the relative economic well-being of the people in a community, in the form of employment and income level.

- **Housing Opportunity:** Measures the relative residential stability of a community, in the form of homeownership and housing costs.
- **Mobility/Transportation Opportunity:** Contains indicators that assess a community's relative opportunities for overcoming rural isolation.
- **Health/Environment Opportunity:** Measures the relative health outcomes of the people within a community, in the form of infant and teen health and general health.
- **Civic Life Opportunity:** A relative social and political engagement of an area, in the form of households that speak English and voter turnout.

“Place” is a relative measure of an area's assets in education, the economy, housing, mobility/transportation, health/environment, and civic life.

- **Education Opportunity:** Assesses a census tract's relative ability to provide educational opportunity, in the form of high-quality schools that meet the basic educational and social needs of the population.
- **Economic Opportunity:** Measures the relative economic climate of a community, in the form of access to employment and business climate.
- **Housing Opportunity:** Measures relative availability of housing in a community, in the form of housing sufficiency and housing affordability.
- **Health/Environment Opportunity:** A relative measure of how well communities meet the health needs of their constituents, in the form of access to health care and other health-related environments.
- **Civic Life Opportunity:** Measures the relative social and political stability of an area, in the form of neighborhood stability (living in same residence for one year) and US citizenship.

California Tax Credit Allocation Committee (TCAC) Opportunity Area Map

HCD together with the California TCAC established the California Fair Housing Task Force to provide research, evidence-based policy recommendations, and other strategic recommendations to HCD and other related state agencies/departments to further the fair housing goals (as defined by HCD). The task force developed the TCAC/HCD opportunity area maps to understand how public and private resources are spatially distributed.

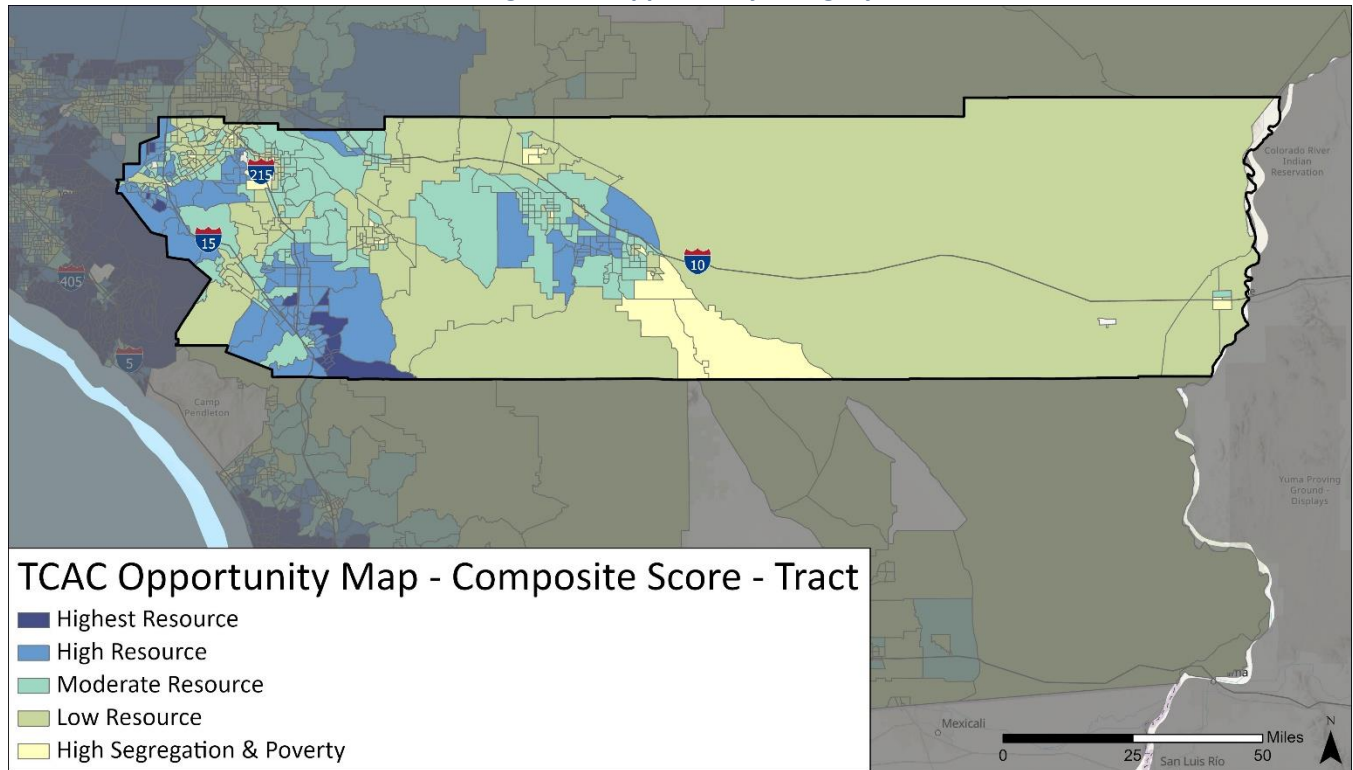
The California Fair Housing Task Force defines opportunities as pathways to better lives, including health, education, and employment. Overall, opportunity maps are intended to display which areas, according to research, offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health.

According to the task force's methodology, the tool allocates the 20 percent of the tracts in each region with the highest relative index scores to the “Highest Resource” designation and the next 20 percent to the “High Resource” designation. Each region then ends up with 40 percent of its total tracts as “Highest” or “High” resource. These two categories are intended to help state decision-makers identify tracts within

each region where the research suggests low-income families are most likely to thrive, and where they typically do not have the option to live—but might, if given the choice.

Figure 71 below geographically displays data results for Riverside County. Overall, the County is considered low to moderate resource.

Figure 71: Opportunity Category



The TCAC plays a crucial role in shaping affordable housing policies in Riverside County. By allocating tax credits to developers, the committee influences the construction and maintenance of affordable housing units in the County. This allocation directly impacts the availability of fair housing options, ensuring that low-income residents have access to safe and affordable housing opportunities.

Through its decisions and policies, the committee helps promote fair housing practices, addressing issues of affordability and accessibility in Riverside County and fostering a more inclusive community for its residents.

Access to Opportunities

Riverside County, a region renowned for its sprawling landscapes and diverse communities, harbors significant disparities in access to opportunity. From education and healthcare to employment and housing, these inequalities have persisted, shaping the trajectories of individuals and communities.

To facilitate the Access to Opportunity analysis, HUD provided a table in July 2020 that measures access to opportunity by each index.⁴ The index allows comparison of opportunity indicators by race and ethnicity, for households below and above the poverty line, among jurisdictions, and to the Region. The opportunity indicator indices are as follows:

- **Low Poverty Index:** The low poverty index captures poverty in each neighborhood. The poverty rate is determined at the census tract level. The higher the score, the less exposure to poverty in a neighborhood.
- **School Proficiency Index:** The school proficiency index uses school-level data on the performance of fourth-grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower performing elementary schools. The higher the score, the higher the school system quality is in a neighborhood.
- **Labor Market Index:** The labor market index provides a summary description of the relative intensity of labor market engagement and human capital in a neighborhood. This is based upon the level of employment, labor force participation, and educational attainment in a census tract. The higher the score, the higher the labor force participation and human capital in a neighborhood.
- **Transit Trips Index:** This index is based on estimates of transit trips taken by a family that meets the following description: a three-person, single-parent family with income at 50 percent of the median income for renters for the region (i.e. the Core-Based Statistical Area). The higher the transit trips index, the more likely residents in that neighborhood use public transit.
- **Low Transportation Cost Index:** This index is based on estimates of transportation costs for a family that meets the following description: a three-person, single-parent family with income at 50 percent of the median income for renters for the Region/Core-Based Statistical Area. The higher the index, the lower the cost of transportation in that neighborhood.
- **Job Proximity Index:** The job proximity index quantifies the accessibility of a given residential neighborhood as a function of its distance to all job locations within a region/CBSA, with larger employment centers weighted more heavily. The higher the index value, the better the access to employment opportunities for residents in a neighborhood.
- **Environmental Health Index:** The environmental health index summarizes potential exposure to harmful toxins at a neighborhood level. The higher the index value, the less exposure to toxins harmful to human health. Therefore, the higher the value, the better the environmental quality of a neighborhood, where a neighborhood is a census block-group.

Table 68 displays the opportunity indices by race and ethnicity for persons in Riverside County. According to the data, there is mostly low poverty among the population. Additionally, the access to quality education system is moderate among all racial/ethnic groups (between 30 and 60), excluding the Asian and Pacific Islander population which has a high school proficiency index (greater than 60).

The data shows the following:

- The County offers low labor and economic opportunity as well as low access to transit.

⁴ https://www.hud.gov/program_offices/fair_housing_equal_opp/affh; <https://egis.hud.gov/affht/>

- Transportation is moderately considered affordable among all race and ethnic groups in the County.

Table 68: Opportunity Indices by Race and Ethnicity for Persons in Riverside (Jurisdiction)

Race/Ethnicity	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Job Proximity Index	Environmental Health Index
Total Population							
White	55.42	50.59	32.21	42.95	36.27	35.59	51.35
Black	53.05	48.56	28.83	43.34	35.68	36.13	45.38
Hispanic	38.72	37.59	23.26	46.71	39.19	31.93	50.77
Asian or Pacific Islander	66.75	61.81	42.07	48.13	31.22	37.62	39.79
Native American	41.33	36.49	22.15	40.93	37.76	32.05	59.71
Below Federal Poverty Line							
White	43.49	39.50	24.61	43.08	39.64	32.15	55.33
Black	32.37	33.01	20.20	41.20	39.83	26.04	54.93
Hispanic	24.54	28.02	15.14	49.53	42.62	29.52	53.26
Asian or Pacific Islander	54.59	51.62	32.00	44.78	35.62	41.21	45.47
Native American	34.71	30.52	17.33	39.34	41.01	40.69	56.10

Data Source: Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T)

Table 69: Opportunity Indices by Race and Ethnicity for Persons in Riverside (Region)

Race/Ethnicity	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Job Proximity Index	Environmental Health Index
Total Population							
White	50.83	46.43	33.94	48.57	42.13	45.92	48.02
Black	41.38	35.44	26.46	53.65	45.13	45.67	38.89
Hispanic	36.39	33.26	24.37	55.76	46.31	46.90	37.84
Asian or Pacific Islander	58.83	51.51	42.31	55.92	42.65	53.56	35.12
Native American	39.48	35.90	24.58	47.70	43.26	43.36	49.90
Below Federal Poverty Line							
White	37.75	37.30	25.07	48.70	45.70	43.28	51.53
Black	26.43	25.68	16.85	53.16	48.28	41.83	42.21
Hispanic	24.29	26.74	16.85	57.51	49.70	45.50	39.29
Asian or Pacific Islander	41.94	35.76	29.56	58.72	49.53	57.38	34.87
Native American	29.25	30.43	19.72	50.03	46.34	44.62	44.78

Data Source: Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T)

Education Disparities

One of the most critical areas affected by disparities in Riverside County is education. The quality of education varies greatly between affluent areas and those with lower socioeconomic statuses. Schools in wealthier neighborhoods often have better resources, smaller class sizes, and more experienced teachers, providing students with a competitive advantage.

Conversely, schools in underserved communities face challenges such as underfunding, overcrowded classrooms, and limited access to extracurricular activities, hindering academic achievement and long-

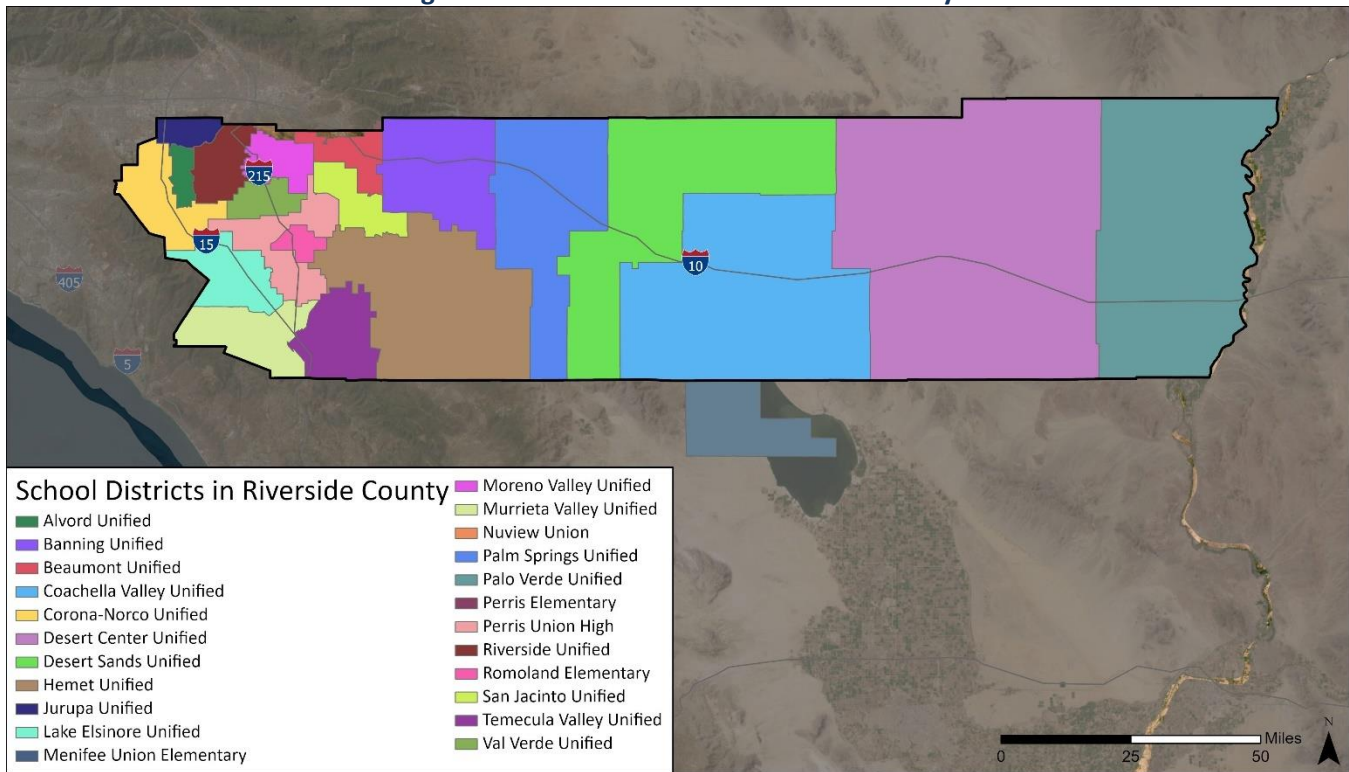
term success. In a statewide ranking of 2016 California Assessment of Student Performance and Progress test scores listed on School-Ratings.com, which includes public and charter schools (private schools are not required to participate), of 16 ranked schools in the unincorporated areas of Riverside County, only one ranked in the 80th percentile or higher.

There are 23 school districts serving Riverside County:

- Alvord Unified School District
- Banning Unified School District
- Beaumont Unified School District
- Coachella Valley Unified School District
- Corona-Norco Unified School District
- Desert Center Unified School District
- Desert Sands Unified School District
- Hemet Unified School District
- Jurupa Unified School District
- Lake Elsinore Unified School District
- Menifee Union School District
- Moreno Valley Unified School District
- Murrieta Valley Unified School District
- Nuview Union School District
- Palm Springs Unified School District
- Palo Verde Unified School District
- Perris Elementary School District
- Perris Union High School District
- Riverside Unified School District
- Romoland School District
- San Jacinto Unified School District
- Temecula Valley Unified School District
- Val Verde Unified School District

Each of these districts contributes uniquely to education and community development in Riverside County. Figure 72 gives a snapshot of the different school districts in Riverside County and their locations.

Figure 72: School Districts in Riverside County



Education disparities in Riverside County have a profound impact on fair housing. Areas with lower-quality education often coincide with neighborhoods facing socioeconomic challenges, leading to a cycle of inequality. When education is lacking, employment opportunities diminish, perpetuating housing instability and segregation.

Additionally, unequal access to quality education exacerbates disparities in wealth accumulation, making it harder for marginalized communities to afford housing in areas with better schools and resources. Addressing education disparities is crucial for fostering fair housing practices and creating more equitable opportunities for all residents in Riverside County.

Healthcare Disparities

Access to quality healthcare is another area marked by disparities in Riverside County. While some residents have easy access to hospitals, clinics, and preventative care services, others, particularly those in rural or low-income areas, face barriers to healthcare access.

Limited transportation options, lack of health insurance, and shortages of healthcare providers exacerbate these disparities, resulting in unequal health outcomes across different demographic groups.

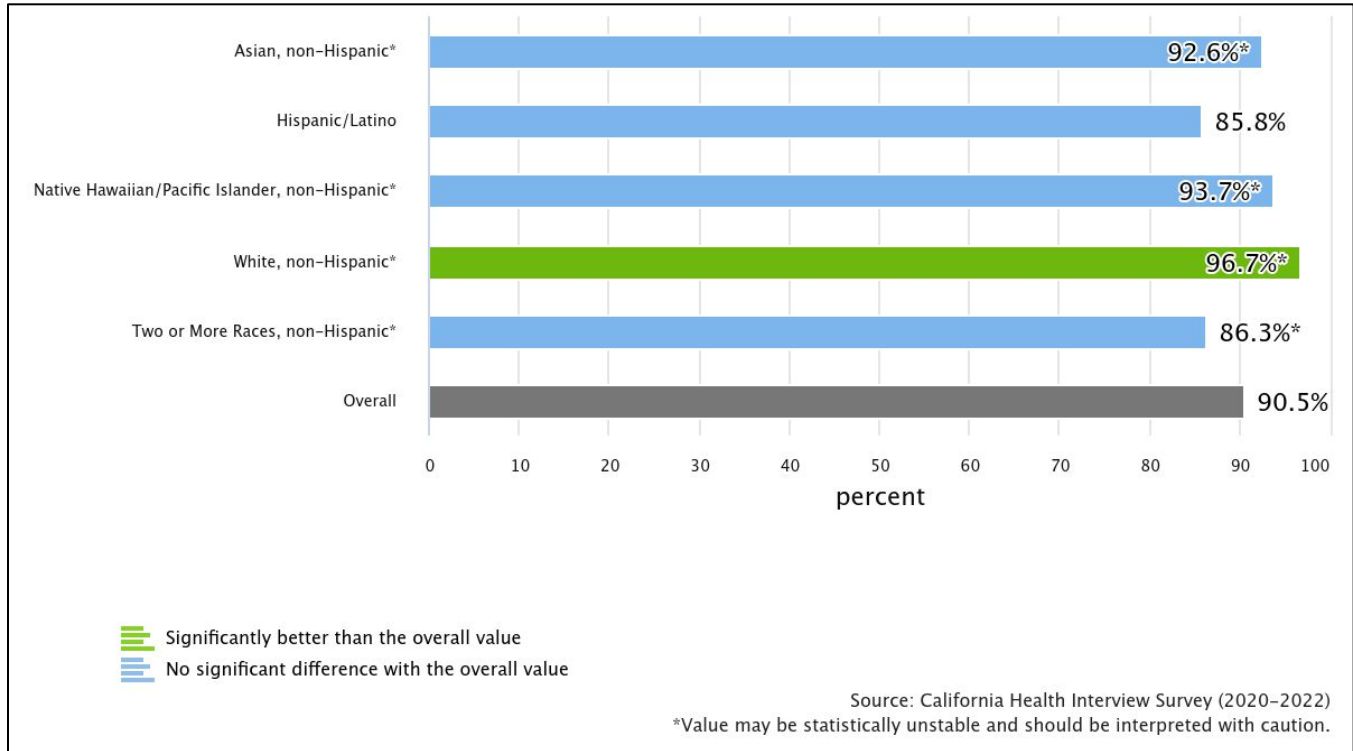
Access to Healthcare

Access to healthcare is crucial because it ensures that individuals can maintain their physical and mental well-being. In Riverside County, where some urbanized areas have had historically bad air quality conditions, access to healthcare to address respiratory issues for example becomes even more critical.

Additionally, factors like housing stability directly influence health outcomes; individuals without stable housing may face increased risks of illness due to exposure to elements and lack of access to proper sanitation. Thus, ensuring access to healthcare services can help mitigate the health risks associated with housing instability in Riverside County and improve overall community health.

Figure 73 below gives a snapshot of Riverside County residents with access to healthcare.

Figure 73: Adults with Health Insurance 18-64 by Race/Ethnicity, Riverside County



Environmental Health

The Environmental Health Index summarizes the potential exposure to harmful toxins at a neighborhood level. It relies on the US Environmental Protection Agency’s estimates related to air quality, including carcinogenic, respiratory, and neurological toxins. Higher index values indicate less exposure to harmful substances.

In the Region, the Environmental Health Index for the total population varies across different racial and ethnic groups:

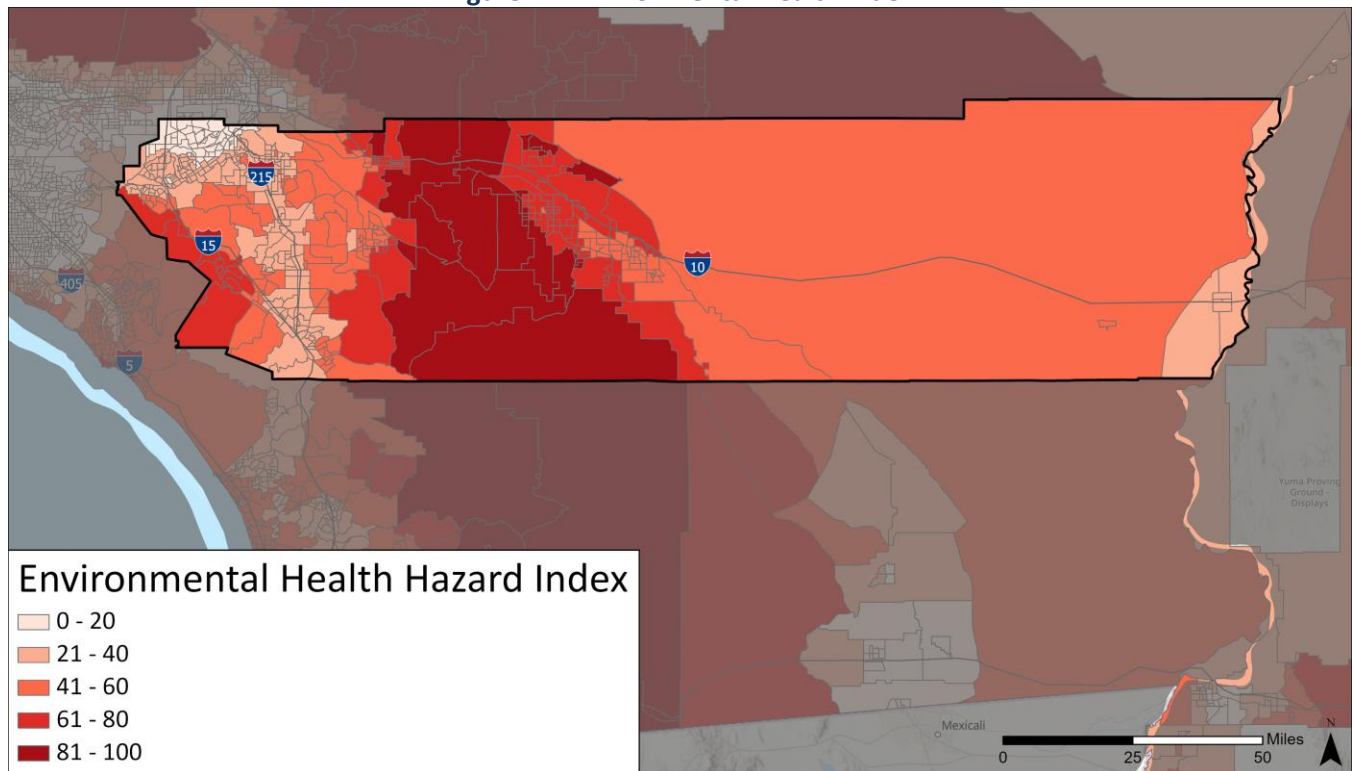
- Native American Group: Has the highest index value at 49.9.
- White Population: Follows closely with an index of 48.02.
- Black Population: Has an index of 38.89.
- Hispanic Population: Has an index of 37.84.
- Asian or Pacific Islander Population: Has an index of 35.12.

For those below the federal poverty line in the Region:

- White Group: Has the highest index at 51.53.
- Black Population: Has an index of 42.21.
- Hispanic Population: Has an index of 39.29.
- Asian or Pacific Islander Population: Has an index of 34.87.
- Native American Group: Has an index of 44.78.

These indices reflect the varying levels of environmental health risks faced by different communities in Riverside County. Figure 74 gives a snapshot of the environmental health demographics in Riverside County.

Figure 74: Environmental Health Index



Employment Disparities

Economic factors play a crucial role in shaping housing demand and affordability. Key factors to consider:

- **Unemployment Rates:** Monitoring unemployment rates is essential for understanding the economic health of a region. High unemployment rates can lead to housing instability, as individuals struggle to afford housing costs when they are out of work.
- **Workforce by Industry:** The composition of the local workforce across different industries impacts housing needs. For example:

- **Service Sector:** Service-oriented industries (such as retail, hospitality, and healthcare) often have lower wages. Workers in these sectors may face challenges in accessing affordable housing.
- **Technology and Innovation:** If Riverside County has a growing tech or innovation sector, it may attract higher-income professionals. This can drive demand for upscale housing.
- **Manufacturing and Construction:** These industries provide jobs related to housing development and infrastructure. A robust construction sector can contribute to housing supply.
- **Agriculture:** Riverside County’s agricultural sector may employ seasonal or migrant workers, affecting housing demand and affordability.
- **Income Distribution:** Understanding income distribution is crucial. High-income earners may seek upscale housing, while low-income households require affordable options.
- **Cost of Living:** The overall cost of living affects housing affordability. Factors like transportation costs, healthcare expenses, and utility bills impact residents’ ability to pay for housing.
- **Population Growth and Migration:** Population growth, both from natural increase and migration, influences housing demand. New residents require housing, and migration patterns affect neighborhood dynamics.
- **Housing Supply and Demand Balance:** Analyzing the balance between housing supply and demand is critical. A shortage of housing can lead to rising prices and affordability challenges.

Economic trends are dynamic, and policymakers must adapt housing strategies accordingly. By addressing economic factors, Riverside County can better meet the diverse housing needs of its residents.

Economic Characteristics and Housing. Local economic factors significantly influence housing needs, even if they are not directly related to fair housing policies. These characteristics include unemployment rates and the composition of the workforce by industry.

Key Employers in Riverside County. The largest employer in Riverside County is the County of Riverside itself, a public employer in the Government Offices industry, employing 24,290 people. The March Air Forces Reserve, a public employer in the Military industry, employs 9,600 people. Among private employers, Kaiser Permanente, a company in the Healthcare industry, employs 5,846 people.

Dominant Industries. As discussed previously in the Disparities in Access to Opportunity Section, industries employing the most people in Riverside County are:

- Government Offices
- Education
- Healthcare

Together, these three industries employ 73.72 percent of the total employees among the listed employers (see Table 22). Understanding the employment landscape provides valuable insights for local housing needs. Policymakers, businesses, and residents can use this data to strategize and plan initiatives that address housing challenges and foster economic development.

Employment opportunities in Riverside County exhibit significant variation, impacting different communities. Factors such as education level, race, and socioeconomic status significantly influence access to employment. Unfortunately, discrimination, both explicit and implicit, further exacerbates these disparities, particularly affecting marginalized groups such as people of color, immigrants, and individuals with disabilities.

Below is a breakdown of unemployment rates across various demographic groups in Riverside County:

- White Individuals: Unemployment Rate: 2.9% (lower than the average, which is 3.49 percent).
- Black or African American Individuals: Unemployment Rate: 5.4% (higher than the average).
- American Indian and Alaska Native Individuals: Unemployment Rate: 4.4% (above the average).
- Asian Individuals: Unemployment Rate: 3.0% (slightly below the average).
- Filipino Individuals: Unemployment Rate: 3.2% (slightly below the average).
- Some Other Race: Unemployment Rate: 3.6% (above the average).
- Individuals Identifying with Two or More Races: Unemployment Rate: 2.9% (lower than the average).

Ethnic Groups:

- Central American Individuals: Unemployment Rate: 2.3% (lower than the average).
- Mexican Individuals: Unemployment Rate: 3.7% (higher than the average).
- Hispanic Individuals: Unemployment Rate: 3.5% (slightly higher than the average).

These disparities highlight the need for targeted efforts to address employment equity and create opportunities for all residents.

Housing Disparities

Housing affordability and quality represent a critical dimension of inequality in Riverside County. The escalating costs of housing in certain areas have resulted in displacement and homelessness for many residents, particularly those with low incomes. Additionally, discriminatory practices such as redlining and housing segregation have historically restricted housing options for minority populations, perpetuating cycles of poverty and segregation.

The demographic overview of occupied housing units in the jurisdiction:

There are 736,413 occupied housing units in Riverside County; 67.5 percent are owner-occupied and 32.5 percent are renter-occupied.

Occupants by Race/Ethnicity

White Individuals. Occupy 63.1% of housing units.

- Renter-Occupied: 56.6%
- Owner-Occupied: 66.3%

Black or African American Individuals. Occupy 6.5% of housing units.

- Renter-Occupied: 9.6%
- Owner-Occupied: 4.9%

Individuals of Hispanic or Latino Origin. Occupy 38.7% of housing units.

- Renter-Occupied: 35.2%
- Owner-Occupied: 46.0%

These housing dynamics underscore the need for equitable housing policies and efforts to address disparities in Riverside County. Table 70 and Table 71 give snapshots of the demographics for occupied housing units by jurisdiction and by region.

Table 70: Demographics for Occupied Housing Units (Jurisdiction)

	Occupied housing units		Owner-occupied		Renter-occupied	
	#	%	#	%	#	%
Race/Ethnicity						
White	464,818	63.1%	329,463	66.3%	135,355	56.6%
Black or African American	47,620	6.5%	24,565	4.9%	23,055	9.6%
American Indian and Alaska Native	5,552	0.8%	3,477	0.7%	2,075	0.9%
Asian	44,300	6.0%	33,206	6.7%	11,094	4.6%
Native Hawaiian/Pacific Islander	1,809	0.2%	1,020	0.2%	789	0.3%
Some other race	132,601	18.0%	80,292	16.1%	52,309	21.9%
Two or more races	39,713	5.4%	25,236	5.1%	14,477	6.1%
Hispanic or Latino origin	285,159	38.7%	175,258	35.2%	109,901	46.0%
Age of Householder						
Under 35 years	112,762	15.3%	46,595	9.4%	66,167	27.7%
35 to 44 years	141,396	19.2%	84,863	17.1%	56,533	23.6%
45 to 54 years	147,851	20.1%	102,208	20.6%	45,643	19.1%
55 to 64 years	141,670	19.2%	108,905	21.9%	32,765	13.7%
65 to 74 years	108,998	14.8%	88,607	17.8%	20,391	8.5%
75 to 84 years	60,358	8.2%	48,097	9.7%	12,261	5.1%
85 years and over	23,378	3.2%	17,984	3.6%	5,394	2.3%

Data Sources: US Census/ACS

Table 71: Demographics for Occupied Housing Units (Region)

	Occupied housing units		Owner-occupied		Renter-occupied	
	#	%	#	%	#	%
Race/Ethnicity						
White	853,104	62.0%	578,215	65.6%	274,889	55.6%
Black or African American	105,712	7.7%	45,597	5.2%	60,115	12.2%
American Indian and Alaska Native	11,149	0.8%	6,705	0.8%	4,444	0.9%
Asian	92,624	6.7%	67,018	7.6%	25,606	5.2%
Native Hawaiian/Pacific Islander	3,571	0.3%	1,905	0.2%	1,666	0.3%
Some other race	226,225	16.4%	130,495	14.8%	95,730	19.4%
Two or more races	84,118	6.1%	52,098	5.9%	32,020	6.5%
Hispanic or Latino origin	567,439	41.2%	335,520	38.0%	231,919	46.9%
Age of Householder						
Under 35 years	233,857	17.0%	85,389	9.7%	148,468	30.0%
35 to 44 years	268,080	19.5%	152,794	17.3%	115,286	23.3%
45 to 54 years	277,077	20.1%	185,257	21.0%	91,820	18.6%
55 to 64 years	268,112	19.5%	200,229	22.7%	67,883	13.7%
65 to 74 years	192,959	14.0%	152,263	17.3%	40,696	8.2%
75 to 84 years	98,640	7.2%	77,901	8.8%	20,739	4.2%
85 years and over	37,778	2.7%	28,200	3.2%	9,578	1.9%

Data Sources: US Census/ACS

Note: Hispanic or Latino origin data does not factor into totals

Residential Segregation

Residential segregation in Riverside County refers to the spatial separation of different racial or ethnic groups within the County's housing areas. This segregation has significant impacts on housing, contributing to disparities in access to quality housing, educational opportunities, healthcare services, and economic resources. It often results in certain neighborhoods being disproportionately affected by poverty, lack of infrastructure, and environmental hazards, while others enjoy more amenities and resources. This segregation perpetuates inequality and limits social mobility, affecting individuals' health, well-being, and opportunities for economic advancement.

Sale Prices and Rent Costs

In Riverside County, there has been a noticeable decline in the number of housing units with asking prices under \$10,000 and between \$20,000 to \$24,999 from 2020 to 2022. Similarly, there has been a decrease in the number of housing units in the Region with asking prices under \$10,000 and between \$20,000 to \$24,999 from 2020 to 2022.

The number of housing units with asking prices ranging from \$40,000 to \$49,999 has remained stable in the Region during the same period, though decreased in the Jurisdiction. The number of housing units with asking prices between \$1,500,000 to \$1,999,999 saw an increase in the Region from 2020 to 2022, and remained relatively stable in the Jurisdiction.

Table 72: Asking Prices of Homes for Sale (Jurisdiction/Region)

Price Range	Jurisdiction, 2020	Jurisdiction, 2022	Region, 2020	Region, 2022
Less than \$10,000	17	0	68	50
\$10,000 to \$14,999	39	29	68	57
\$15,000 to \$19,999	21	29	68	78
\$20,000 to \$24,999	52	0	182	85
\$25,000 to \$29,999	79	71	115	71
\$30,000 to \$34,999	102	19	102	60
\$35,000 to \$39,999	51	36	159	67
\$40,000 to \$49,999	242	148	269	253
\$50,000 to \$59,999	126	255	140	255
\$60,000 to \$69,999	91	49	427	99
\$70,000 to \$79,999	107	123	545	334
\$80,000 to \$89,999	153	96	196	255
\$90,000 to \$99,999	42	144	194	336
\$100,000 to \$124,999	319	85	501	313
\$125,000 to \$149,999	289	71	558	189
\$150,000 to \$174,999	395	364	655	508
\$175,000 to \$199,999	247	201	640	265
\$200,000 to \$249,999	800	512	1,894	1,036
\$250,000 to \$299,999	1,188	531	2,268	1,272
\$300,000 to \$399,999	2,473	1,580	4,485	3,127
\$400,000 to \$499,999	2,380	2,633	3,358	3,845
\$500,000 to \$749,999	1,461	2,902	2,282	4,739
\$750,000 to \$999,999	528	688	796	1,034
\$1,000,000 to \$1,499,999	299	398	517	591
\$1,500,000 to \$1,999,999	150	142	150	221
\$2,000,000 or more	201	303	278	397

Data Source: US Census/ACS

In the jurisdiction, there has been a general decline in the number of housing units valued at the lower end of the spectrum. Similarly, the Region has seen a comparable decrease in the number of lower-end valued units. However, the Region’s market has experienced an upward trend in units valued between \$50,000 and \$59,999. Additionally, much like the Jurisdiction, the high-end market in the Region has seen an increase in units valued at \$1,500,000 to \$1,999,999 and \$2,000,000 or more.

Table 73: Housing Value - 2020 versus 2022 (Jurisdiction/Region)

Value Range	Jurisdiction, 2020	Jurisdiction, 2022	Region, 2020	Region, 2022
Less than \$10,000	5,696	5,126	10,098	9,721
\$10,000 to \$14,999	2,321	1,963	4,045	3,579
\$15,000 to \$19,999	2,272	1,649	4,163	3,106
\$20,000 to \$24,999	2,778	2,545	4,989	4,763
\$25,000 to \$29,999	2,516	2,190	4,339	3,757
\$30,000 to \$34,999	2,155	1,945	3,785	3,435
\$35,000 to \$39,999	1,794	1,664	3,035	2,942
\$40,000 to \$49,999	3,671	4,178	7,082	6,962
\$50,000 to \$59,999	3,286	4,524	6,715	8,128
\$60,000 to \$69,999	2,881	2,312	5,822	4,718
\$70,000 to \$79,999	2,621	2,173	5,372	4,504
\$80,000 to \$89,999	3,414	2,660	6,445	5,106
\$90,000 to \$99,999	2,011	2,302	4,340	4,604
\$100,000 to \$124,999	7,995	6,335	16,650	12,080
\$125,000 to \$149,999	6,062	4,341	12,374	8,589
\$150,000 to \$174,999	13,269	6,198	25,362	11,836
\$175,000 to \$199,999	11,498	6,037	23,140	11,391
\$200,000 to \$249,999	36,820	20,820	74,119	41,956
\$250,000 to \$299,999	50,004	28,105	91,369	56,809
\$300,000 to \$399,999	125,663	83,539	212,772	155,138
\$400,000 to \$499,999	96,137	105,478	163,450	181,787
\$500,000 to \$749,999	83,796	154,046	142,796	260,340
\$750,000 to \$999,999	15,826	41,570	30,318	73,832
\$1,000,000 to \$1,499,999	6,896	13,640	10,977	24,819
\$1,500,000 to \$1,999,999	2,411	3,366	3,174	5,138
\$2,000,000 or more	3,466	5,115	5,302	7,886

Data Source: US Census/ACS

The information from Table 75 shows changes in gross rent from 2020 to 2022. In the Jurisdiction, there has been a slight decline in the percentage of occupied housing units paying less than \$500 and those paying between \$500 and \$999 in rent.

The Region displays a comparable pattern: a decrease in the percentage of occupied units paying less than \$500 and between \$500 to \$999 in rent. However, both markets have experienced an upward trend in units paying between \$2,000 and \$2,499, \$2,500 to \$2,999, and \$3,000 or more.

The median rent in the Region increased from \$1,387 in 2020 to \$1,643 in 2022. Table 75 gives a snapshot of the Jurisdiction and Region, where the rent for all types of housing units has increased. For example, the rent for an efficiency unit in the Region increased from \$1,062 in 2022 to \$1,281 in 2023.

Table 74: Gross Rent - 2020 versus 2022 (Jurisdiction/Region)

	Jurisdiction, 2020	Jurisdiction, 2022	Region, 2020	Region, 2022
Occupied units paying rent	230,553	227,927	477,472	476,242
Less than \$500	3.6%	2.9%	3.9%	3.0%
\$500 to \$999	18.1%	11.7%	19.9%	12.3%
\$1,000 to \$1,499	31.4%	24.5%	33.5%	27.1%
\$1,500 to \$1,999	26.1%	25.9%	25.2%	26.5%
\$2,000 to \$2,499	12.9%	19.4%	11.3%	17.8%
\$2,500 to \$2,999	5.0%	9.0%	4.1%	7.9%
\$3,000 or more	2.8%	6.6%	2.1%	5.3%
Median (dollars)	1,447	1,711	1,387	1,643
No rent paid	8,601	8,228	16,998	16,736

Data Source: US Census/ACS

Table 75: Fair Market Rent - 2022 versus 2023 (Jurisdiction/Region)

	Jurisdiction, 2022	Jurisdiction, 2023	Region, 2022	Region, 2023
Efficiency	\$826	\$875	\$1,062	\$1,281
1 bedroom	\$986	\$1,030	\$1,202	\$1,389
2 bedroom	\$1,232	\$1,289	\$1,509	\$1,751
3 bedroom	\$1,717	\$1,789	\$2,065	\$2,376
4 bedroom	\$2,132	\$2,216	\$2,542	\$2,922

Data Source: 2023 HUD Fair Market Rent

2. Discussion of Disproportionate Housing Needs

Riverside County faces significant challenges in addressing disproportionate housing needs, as evidenced by available data. The County's diverse population, economic disparities, and varying housing market conditions underscore the urgency of targeted interventions to ensure equitable access to safe and affordable housing for all residents.

Data analysis reveals several key indicators of disproportionate housing needs in Riverside County, including cost burden, overcrowding, substandard housing, and homelessness. Firstly, the disparity between median household income and housing costs is substantial, with a significant portion of households spending more than the recommended 30 percent of their income on housing expenses.

This trend particularly affects low-income and marginalized communities, exacerbating financial strain and hindering economic mobility. In the Jurisdiction, there are several racial and ethnic groups experiencing severe housing cost burden.

Table 76: Demographics Experiencing Substandard Housing (Jurisdiction)

Demographic	# experiencing of the 4 housing problems	# households	% experiencing of the 4 housing problems
Race/Ethnicity			
White, Non-Hispanic	54,130	146,344	36.99%
Black, Non-Hispanic	6,845	13,200	51.86%
Hispanic	50,455	94,339	53.48%
Asian or Pacific Islander, Non-Hispanic	6,858	14,947	45.88%
Native American, Non-Hispanic	636	1,399	45.46%
Other, Non-Hispanic	2,319	5,250	44.17%
Total	121,265	275,454	44.02%
Household Type and Size			
Family households, <5 people	61,189	158,633	38.57%
Family households, 5+ people	28,693	52,493	54.66%
Non-family households	31,336	64,326	48.71%
Demographic	# experiencing severe housing problems	# households	% experiencing severe housing problems
Race/Ethnicity			
White, Non-Hispanic	26,157	146,344	17.87%
Black, Non-Hispanic	3,988	13,200	30.21%
Hispanic	30,752	94,339	32.60%
Asian or Pacific Islander, Non-Hispanic	3,784	14,947	25.32%
Native American, Non-Hispanic	429	1,399	30.66%
Other, Non-Hispanic	1,197	5,250	22.80%
Total	66,313	275,454	24.07%

Data Sources: 2020 HUD AFFH Online Mapping and Data Tool

Table 77: Demographics Experiencing Substandard Housing (Region)

Demographic	# experiencing of the 4 housing problems	# households	% experiencing of the 4 housing problems
Race/Ethnicity			
White, Non-Hispanic	223,865	602,650	37.15%
Black, Non-Hispanic	55,330	100,005	55.33%
Hispanic	277,845	509,940	54.49%
Asian or Pacific Islander, Non-Hispanic	35,970	81,445	44.16%
Native American, Non-Hispanic	2,665	5,119	52.06%
Other, Non-Hispanic	12,245	25,460	48.10%
Total	607,925	1,324,635	45.89%
Household Type and Size			
Family households, <5 people	291,945	736,650	39.63%
Family households, 5+ people	149,095	251,595	59.26%
Non-family households	166,885	336,390	49.61%
Demographic	# experiencing severe housing problems	# households	% experiencing severe housing problems
Race/Ethnicity			
White, Non-Hispanic	112,650	602,650	18.69%
Black, Non-Hispanic	33,280	100,005	33.28%
Hispanic	175,300	509,940	34.38%
Asian or Pacific Islander, Non-Hispanic	19,645	81,445	24.12%
Native American, Non-Hispanic	1,660	5,119	32.43%
Other, Non-Hispanic	6,885	25,460	27.04%
Total	349,430	1,324,635	26.38%

Data Sources: 2020 HUD AFFH Online Mapping and Data Tool

Moreover, the distribution of affordable housing options across the County is uneven, leading to concentrated areas of housing insecurity and limited access to essential services and opportunities. Certain neighborhoods and demographic groups face heightened risks of homelessness, displacement, and housing instability, perpetuating cycles of poverty and social exclusion. Additionally, demographic shifts, such as population growth and changing household compositions, further strain the housing supply and intensify demand for diverse housing types and supportive services. Failure to address these evolving needs risks exacerbating overcrowding, substandard living conditions, and community disintegration.

Housing Needs in Riverside County

In Riverside County, housing needs are diverse and dynamic, influenced by factors like population growth, economic trends, and housing affordability. Generally, there is a demand for affordable housing options, especially for low- and moderate-income households. Additionally, there is a need for initiatives addressing homelessness and providing supportive housing services. Data mentioned throughout this document such as household incomes, housing prices, rental rates, and demographics provide more specific insights into the housing needs of the County.

As shown above in Table 76, the Hispanic community faces the highest percentage of housing problems (53.48%), followed by the Black community (51.86%). The White community has the lowest percentage of severe housing problems (36.99%). Family households with 5 or more people experience a higher percentage of housing problems (54.66%) compared to smaller family households and non-family households. These patterns suggest that larger family households and certain racial and ethnic groups, particularly the Hispanic and Black communities, are disproportionately affected by housing problems.

Table 78: Demographics Experiencing Severe Cost Burden (Jurisdiction)

Race/Ethnicity	# with severe cost burden	# households	% with severe cost burden
White, Non-Hispanic	23,144	146,344	15.81%
Black, Non-Hispanic	3,415	13,200	25.87%
Hispanic	20,132	94,339	21.34%
Asian or Pacific Islander, Non-Hispanic	3,009	14,947	20.13%
Native American, Non-Hispanic	319	1,399	22.80%
Other, Non-Hispanic	982	5,250	18.70%
Total	51,001	275,454	18.52%

According to the County of Riverside Housing Needs Assessment, the RHNA process assigned unincorporated Riverside County 30,303 units in new construction need. With its proximity to surrounding counties, infrastructure capability, and available land, it is anticipated that most of the growth during the next eight years will occur within the sphere of influence areas of incorporated cities, and in areas for which specific plans or tract maps have been prepared.

These properties include vacant and undeveloped lands presently in the unincorporated County that are adjacent to or within service hookup distance from public sewer, water, and street systems. The County’s policy is to promote compact development in strategically located activity centers, along with infill opportunities within existing urban areas, to minimize development pressures on vacant land on the urban fringe. An analysis of residential development potential demonstrates that there is ample vacant land within these areas that is designated for residential uses to satisfy the RHNA new construction need. In a limited capacity, infill projects throughout unincorporated communities will contribute to the County’s

future housing stock. County policy recommends that growth be concentrated near or within existing urban and suburban areas to maintain the rural and open space character of Riverside County to the greatest extent possible.

The below table describes the Housing Element goals for Riverside County.

Table 79: Housing Element Goals for Riverside County

Goal Number and Title	Goal Description
Goal 1: New Construction	Facilitate new housing opportunities to meet the needs of existing and future unincorporated Riverside County residents in all income categories.
Goal 2: Innovative Housing Types	Encourage construction of innovative housing types that are affordable and promote mixed income neighborhoods.
Goal 3: Affordable Housing	Encourage Construction, maintenance, improvement, and preservation of safe, decent and sound affordable housing in unincorporated Riverside County.
Goal 4: Special Needs Groups	Work towards meeting the housing needs of special groups of unincorporated County residents, including but not limited to a growing senior population, large families, female headed households, farmworkers, persons with disabilities, persons with developmental disabilities, and persons and households in need of emergency shelter.
Goal 5: Affirmatively Furthering Fair Housing	Promote opportunities to affirmatively further fair housing opportunities throughout the unincorporated County for all persons regardless of age, race religion, color, ancestry, national origin, sex, marital status, disability, familial status, or sexual orientation.

Housing Stock in Riverside County

1. Jurisdiction:

- Most occupied housing units are 1-unit detached structures (71.3%).
- Among these, a significant proportion are owner-occupied (84.9%).
- The most common period of construction for housing units falls between 1980 and 1999 (36.3%).
- Room distribution:
 - 4 or 5 rooms: 35.7%
 - 6 or 7 rooms: 32.1%
- Bedroom distribution:
 - 2 or 3 bedrooms: 58.4%
 - 4 or more bedrooms: 32.8%

2. Region:

- Most occupied housing units in the Region are also 1-unit detached structures (70.7%).
- A significant majority of these units are owner-occupied (86.4%).
- The most common construction period aligns with 1980 to 1999 (36.3%).
- Room distribution:
 - 4 or 5 rooms: 36.9%

- 6 or 7 rooms: 32.6%
- Bedroom distribution:
 - 2 or 3 bedrooms: 60.1%
 - 4 or more bedrooms: 30.5%

Table 80: Physical Characteristics Occupied Housing Units (Jurisdiction)

	# Occupied Housing Units	% Occupied Housing Units	# Owner-occupied	% Owner-occupied	# Renter-occupied	% Renter-occupied
Units in Structure						
1, detached	524,955	71.3%	421,930	84.9%	103,025	43.1%
1, attached	34,085	4.6%	22,188	4.5%	11,897	5.0%
2 apartments	8,390	1.1%	1,297	0.3%	7,093	3.0%
3 or 4 apartments	25,129	3.4%	3,014	0.6%	22,115	9.2%
5 to 9 apartments	31,051	4.2%	1,753	0.4%	29,298	12.3%
10 or more apartments	55,376	7.5%	2,708	0.5%	52,668	22.0%
Mobile home or other	57,427	7.8%	44,369	8.9%	13,058	5.5%
Year Built						
2014 or later	24,196	3.3%	19,478	3.9%	4,718	2.0%
2010 to 2013	22,404	3.0%	15,031	3.0%	7,373	3.1%
2000 to 2009	190,505	25.9%	143,159	28.8%	47,346	19.8%
1980 to 1999	267,561	36.3%	175,982	35.4%	91,579	38.3%
1960 to 1979	156,739	21.3%	96,294	19.4%	60,445	25.3%
1940 to 1959	58,318	7.9%	37,874	7.6%	20,444	8.5%
1939 or earlier	16,690	2.3%	9,441	1.9%	7,249	3.0%
Rooms						
1 room	11,763	1.6%	2,496	0.5%	9,267	3.9%
2 or 3 rooms	71,706	9.7%	16,479	3.3%	55,227	23.1%
4 or 5 rooms	262,983	35.7%	156,249	31.4%	106,734	44.6%
6 or 7 rooms	236,024	32.1%	189,734	38.2%	46,290	19.4%
8 or more rooms	153,937	20.9%	132,301	26.6%	21,636	9.0%
Bedrooms						
No bedroom	13,317	1.8%	3,076	0.6%	10,241	4.3%
1 bedroom	51,583	7.0%	8,830	1.8%	42,753	17.9%
2 or 3 bedrooms	429,763	58.4%	281,187	56.5%	148,576	62.1%
4 or more bedrooms	241,750	32.8%	204,166	41.1%	37,584	15.7%

Data Sources: US Census/ACS

Table 81: Physical Characteristics Occupied Housing Units (Region)

	# Occupied Housing Units	% Occupied Housing Units	# Owner-occupied	% Owner-occupied	# Renter-occupied	% Renter-occupied
Units in Structure						
1, detached	973,044	70.7%	762,244	86.4%	210,800	42.6%
1, attached	60,819	4.4%	34,602	3.9%	26,217	5.3%
2 apartments	18,927	1.4%	1,872	0.2%	17,055	3.4%
3 or 4 apartments	55,254	4.0%	5,319	0.6%	49,935	10.1%
5 to 9 apartments	55,717	4.0%	3,758	0.4%	51,959	10.5%
10 or more apartments	120,664	8.8%	4,501	0.5%	116,163	23.5%
Mobile home or other	92,078	6.7%	69,737	7.9%	22,341	4.5%
Year Built						
2014 or later	38,828	2.8%	27,804	3.2%	11,024	2.2%
2010 to 2013	34,403	2.5%	20,794	2.4%	13,609	2.8%
2000 to 2009	283,978	20.6%	204,638	23.2%	79,340	16.0%
1980 to 1999	499,236	36.3%	313,365	35.5%	185,871	37.6%
1960 to 1979	328,759	23.9%	196,606	22.3%	132,153	26.7%
1940 to 1959	153,233	11.1%	97,014	11.0%	56,219	11.4%
1939 or earlier	38,066	2.8%	21,812	2.5%	16,254	3.3%
Rooms						
1 room	22,271	1.6%	4,478	0.5%	17,793	3.6%
2 or 3 rooms	141,186	10.3%	29,208	3.3%	111,978	22.6%
4 or 5 rooms	508,259	36.9%	278,388	31.6%	229,871	46.5%
6 or 7 rooms	449,311	32.6%	352,078	39.9%	97,233	19.7%
8 or more rooms	255,476	18.6%	217,881	24.7%	37,595	7.6%
Bedrooms						
No bedroom	25,205	1.8%	5,956	0.7%	19,249	3.9%
1 bedroom	103,657	7.5%	15,733	1.8%	87,924	17.8%
2 or 3 bedrooms	827,726	60.1%	509,113	57.7%	318,613	64.4%
4 or more bedrooms	419,915	30.5%	351,231	39.8%	68,684	13.9%

Data Sources: US Census/ACS

The predominance of detached single-unit structures in Riverside County, at 71.3 percent, significantly shapes the landscape of fair housing policies. These structures often cater to affluent homeowners, potentially exacerbating housing affordability challenges for lower-income individuals and families. Moreover, the prevalence of single-unit homes may perpetuate spatial segregation, as certain neighborhoods become inaccessible to those with lower socioeconomic status, as illustrated in the racial segregation section.

For solutions, priorities such as fair housing policies must address this disparity by promoting diverse housing options such as ADUs, implementing equitable zoning regulations, and ensuring access to affordable housing opportunities across the County.

Overcrowding

In response to higher housing prices, lower-income households must often be satisfied with smaller, less adequate housing for their available income. This may result in overcrowding. Overcrowding causes a strain on physical facilities, does not provide a satisfying environment, and eventually causes conditions that contribute both to deterioration of the housing stock and neighborhoods in general.

A household is overcrowded if there is more than 1.0 person per room. A typical two-bedroom apartment with a living room and kitchen (a total of four rooms excluding bathrooms and hallways) would be considered overcrowded if it had more than four occupants.

Table 82: Overcrowding (Unincorporated)

	Household Tenure: Owner-Occupied	Household Tenure: Renter-Occupied
Occupied Units	513,821	236,155
Overcrowded	20,226	19,006
Severely Overcrowded	6,041	10,225
Percent Overcrowded	5.11%	12.40%

Source: US Census/ACS

3. Displacement Risk

As the Region experiences rapid population growth, urbanization, and economic development, the threat of displacement looms large for many individuals and families. Displacement risk refers to the potential for individuals or communities to be forced out of their homes or neighborhoods due to various factors. The potential for economic displacement risk can result from a number of reasons, including large-scale development activity, neighborhood reinvestment, infrastructure investments, and changes in local and regional employment opportunity. Economic displacement can be an inadvertent result of public and private investment, where individuals and families may not be able to keep pace with increased property values and market rental rates.

Urban Displacement

The Urban Displacement Project (UDP) is a research and action initiative of the University of California, Berkeley and the University of Toronto. The UDP conducts community-centered, data-driven, applied research toward more equitable and inclusive futures for cities.

The UDP developed a neighborhood change database to map neighborhood transformations and identify areas vulnerable to gentrification and displacement, based on 2015 data from the American Community Survey. This data was developed to assist local decision makers and stakeholders in better planning for existing communities and provide additional resources to areas in need or at risk of displacement and gentrification. The figures below show displacement and segregation data for Riverside County using the UDP data online.

Figure 75: Displacement Data for Riverside County

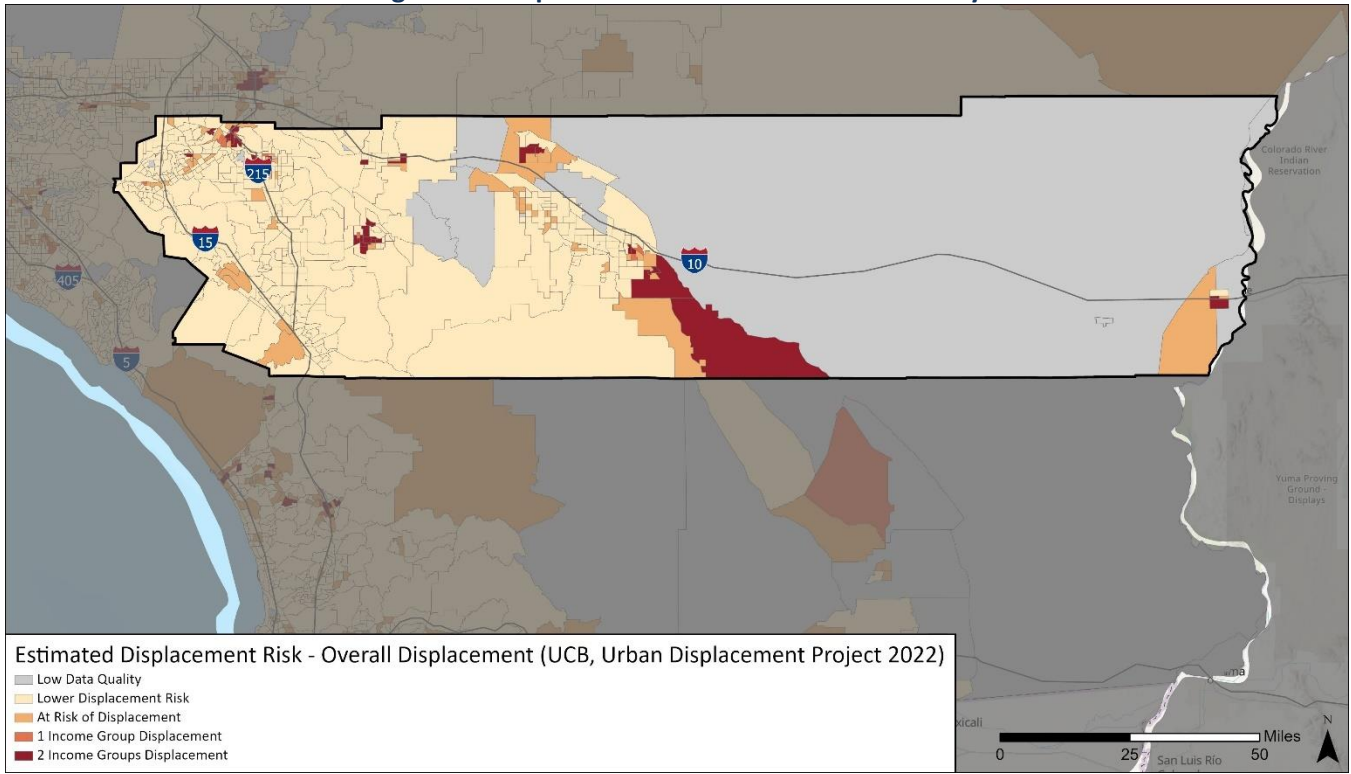
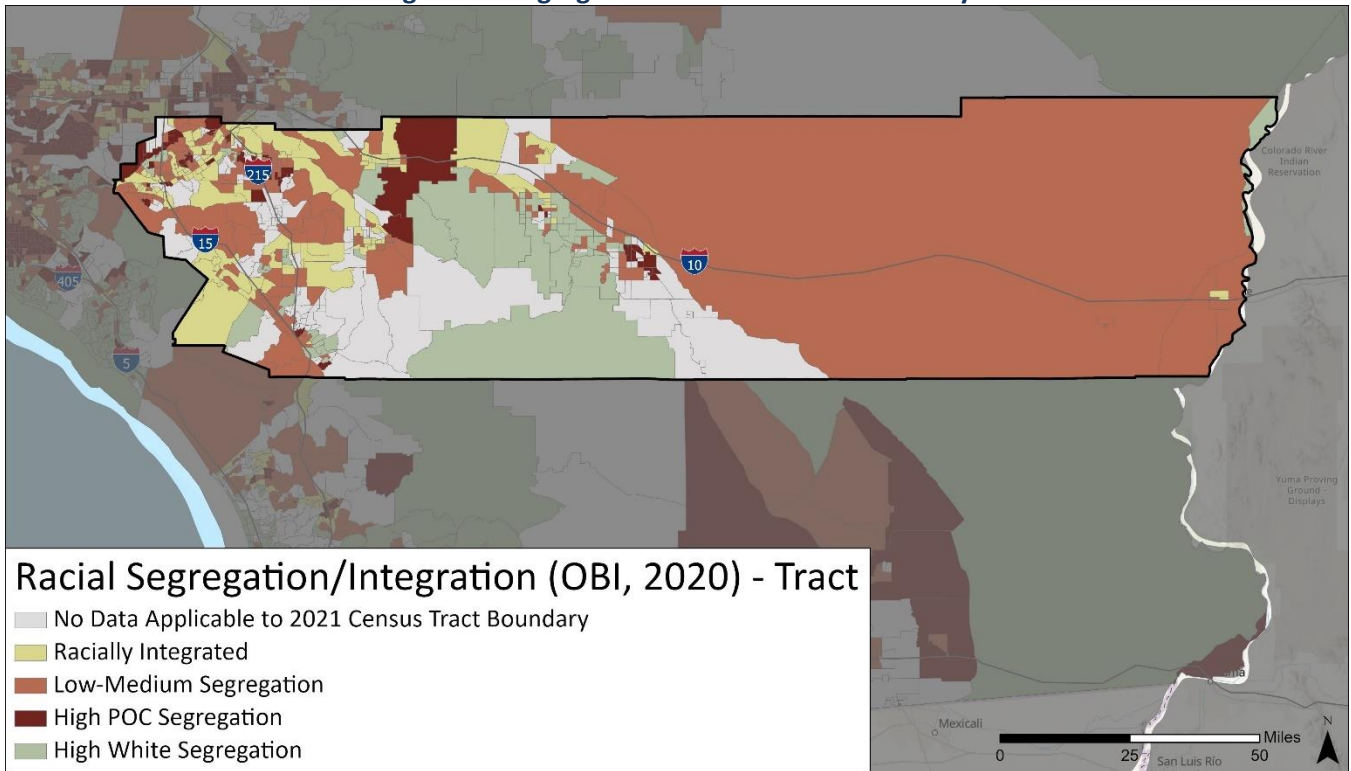


Figure 76: Segregation Data for Riverside County



Displaced Risk of Vulnerable Populations

SB 812 requires the County to address in the special housing needs analysis the needs of individuals with a developmental disability within the community. According to Section 4512 of the Welfare and Institutions Code, a "developmental disability" means a disability that originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual which includes mental retardation, cerebral palsy, epilepsy, and autism.

This term also includes disabling conditions found to be closely related to mental retardation or to require treatment like that required for individuals with mental retardation but does not include other handicapping conditions that are solely physical in nature.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The California Department of Developmental Services currently provides community-based services to approximately 243,000 persons with developmental disabilities and their families through a statewide system of 21 regional centers, four developmental centers, and two community-based facilities. The Inland Regional Center is one of 21 regional centers in the State of California that provides point of entry to services for people with developmental disabilities. The center is a private, nonprofit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families.

The following information from the Inland Regional Center, charged by the State of California with the care of people with developmental disabilities, defined as those with severe, life-long disabilities attributable to mental and/or physical impairments, provides a closer look at the disabled population.

As shown below, there are 7,163 persons within the zip codes listed that are served by the Inland Regional Center.

Table 83: Developmentally Disabled Residents by Age Riverside County Unincorporated Areas

Zip Code	0-14 years	15-22 years	23-54 years	55-65 years	65+ years	Totals
92536	1	1	5	0	0	7
92530	132	59	74	11	1	277
92518	1	0	2	0	0	3
92539	11	4	3	0	0	18
92503	243	120	211	25	9	508
92504	135	62	141	20	10	368
92509	216	144	162	35	10	567
92230	2	3	6	2	0	13
92507	113	56	112	8	5	294
92223	117	38	61	19	6	241
92882	192	77	121	14	3	407
92585	55	11	31	4	1	102
92544	120	72	117	13	17	339
92553	211	114	304	53	17	699
92881	79	51	59	5	2	196
92563	154	69	77	4	2	306
92583	122	36	76	12	2	248
92883	78	33	37	5	1	154
92570	152	70	111	3	1	337
92545	98	59	106	9	3	275
92548	15	7	19	0	0	41
92549	6	3	4	0	0	13
92567	28	5	8	0	2	43
92505	124	61	189	33	17	424
92508	83	41	82	6	4	216
92561	2	2	0	0	0	4
92282	0	2	0	0	0	2
92220	48	19	67	6	5	145
92587	37	11	22	3	1	74
92555	120	58	126	11	3	318
92592	185	83	84	5	2	359
92532	54	24	33	0	0	11
92595	63	38	51	2	0	154
Total	2,997	1,433	2,501	308	124	7,163

Source: Inland Regional Center 2013.

There are several housing types, if necessary, appropriate for people living with a development disability: rent-subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Housing Choice Vouchers, special programs for home purchase, HUD housing, and SB 962 homes. The design of housing-accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some considerations that are important in serving this special needs group.

Lack of Affordable Housing

Despite efforts to address the housing crisis, Riverside County continues to grapple with a shortage of affordable housing options. The gap between housing supply and demand, particularly for low-income households, leaves many individuals and families vulnerable to displacement. Without access to affordable housing, residents may be forced to choose between paying exorbitant rents or relocating to more affordable but often distant areas, disrupting social networks and economic opportunities.

According to data from the US Census Bureau, the median household income in Riverside County is \$65,018, while the median home value is \$405,000 (as of 2020). This income-to-home value ratio highlights the challenges many residents face in affording homeownership. Rental affordability is also a concern. The median gross rent in Riverside County is \$1,452, making it difficult for low- to moderate-income households to find affordable rental options, especially considering the recommended 30 percent of income allocation toward housing costs. Demographic trends also factor into affordable housing: population growth in Riverside County has outpaced housing construction, exacerbating the affordability crisis. According to the California Department of Finance, the County's population increased by over 11 percent between 2010 and 2020, while housing production lagged.

The County's demographic composition includes diverse communities, with a significant proportion of low-income households, seniors, and minority populations. These demographic groups are disproportionately affected by the lack of affordable housing options. Job growth and economic opportunities in sectors such as healthcare, education, and logistics have attracted residents to Riverside County. However, wage growth has not kept pace with rising housing costs, leading to housing cost burdens for many households.

The COVID-19 pandemic exacerbated housing instability, with job losses and income disruptions further straining households' ability to afford housing. Limited housing supply and high demand have driven up home prices and rents in Riverside County. Data from the California Association of Realtors indicates that housing inventory levels have remained low, with a seller's market prevailing in many areas. Land use regulations, zoning restrictions, and development challenges contribute to the slow pace of housing construction, particularly for affordable housing projects. Data on housing permits and construction activity underscore the need for streamlined development processes and increased investment in affordable housing initiatives.

Policy and Planning

Government policies and urban planning decisions can also influence displacement risk in Riverside County. Zoning regulations, housing policies, and land use decisions can either exacerbate or mitigate displacement pressures. For example, policies that prioritize affordable housing development, tenant protections, and community engagement can help reduce displacement risk, while policies that prioritize profit-driven development without consideration for existing residents can worsen the problem.

Overall, displacement risk in Riverside County is a complex issue influenced by various economic, social, and environmental factors. Addressing this challenge requires a holistic approach that considers the needs and rights of existing residents, while also promoting equitable and sustainable development. Displacement risk poses a significant challenge to County residents, threatening the stability, well-being, and vitality of communities across the region. By addressing the root causes of displacement, including rising housing costs, gentrification, and economic instability, Riverside County can work toward creating more equitable and inclusive communities.

4. Local Knowledge and Data Relating to Fair Housing

The AFH County-Wide Survey was a collaboration between Riverside County and the Housing Authority. The survey received 296 responses and was distributed among stakeholders and County residents. The results are a valuable source of local knowledge.

Survey Participant Demographics

The participants of the survey were primarily white, Hispanic, and/or African American with over 70 percent living in Riverside County. About 25 percent of the participants were disabled or live with someone who is disabled and 15 percent identify as part of or live with someone from the LGBTQ+ community.

Around 20 percent are first-generation immigrants or refugees, and 67 percent fall within the low- to moderate-income category. Household makeup includes an estimated 25 percent of households with five or more people; 26 percent are households of two persons; and 60 percent of participants are homeowners versus 28 percent renters. More than 72 percent spend over 30 percent of their monthly income on housing expenses.

Fair Housing Survey Data

Encountering Discrimination:

- 22% encountered housing discrimination.
- 6% suspect they may have experienced it.
- 13% know someone who has faced housing discrimination.
- About 50% do not know anyone who has experienced it.
- The main factors for housing discrimination were race/ethnicity, religion, and disability.

Factors Limiting Housing Options:

The biggest limiting factors for housing options in the county are:

- Rent or mortgage costs.
- High down payments.
- Limited housing availability.
- Poor credit.
- Local zoning regulations.

Critical Housing Issues Needing Attention:

- Increase affordable housing for families.
- Enhance affordable housing options for seniors.

- Provide affordable housing with supportive services for homeless individuals and families.
- Offer assistance to first-time homebuyers (counseling, down payments, closing costs).

Barriers to Homeownership:

- Rent or mortgage costs exceeding affordability.
- Insufficient funds for a deposit.
- Low credit history or credit score.

Understanding the AFH Survey Results and the Relation to Fair Housing

The data from the AFH survey provides valuable insights that can significantly impact fair housing practices.

Demographic Representation:

- Understanding the racial and ethnic composition of survey participants (e.g., White, Hispanic or Latino, Black or African American, Asian) is crucial. It highlights potential disparities and helps identify groups that may face housing inequities.
- Designing targeted programs that address the specific needs of underrepresented communities is important.

Occupation and Income:

- The fact that 10% of participants are social service providers and 67% fall into the low to moderate income category underscores the importance of affordable housing initiatives.
- It is critical to focus on creating affordable housing options that cater to essential workers, service providers, and those with limited financial resources.

Household Size and Tenure:

- The percentage of households with 5 or more people (25%) highlights the need for larger housing units. Families with multiple members require adequate space.
- Balancing homeownership (60%) and rental options (28%) is essential. Policies should encourage affordable rentals and the opportunity and pathway to create affordable rentals such as ADUs while also promoting sustainable homeownership.

Housing Discrimination and Barriers:

- The prevalence of housing discrimination (22%) based on factors like race/ethnicity, religion, and disability necessitates robust enforcement of fair housing laws.
- Addressing discriminatory practices and promoting education about housing rights can create a more equitable housing landscape.

Critical Housing Issues:

- The identified issues (e.g., affordable housing for families, seniors, homeless individuals) should guide policy decisions.
- Prioritizing affordable housing development, supportive services, and first-time homebuyer assistance can lead to positive outcomes.

Impact on Homeownership:

- The challenges faced by potential homebuyers (e.g., affordability, low credit scores) underscore the need for financial literacy programs and down payment assistance.

This data illustrates specific needs, challenges and potential initiatives Riverside County should address regarding fair housing.

Local Fair Housing Related Zoning Changes

In all 16 cities surveyed, zoning changes related to fair housing were identified. These programs primarily aimed to eliminate constraints hindering the development of various housing types. Notably, the focus was on addressing the housing needs of specific groups, including those requiring agricultural or employee housing, emergency shelters, group homes, low barrier navigation centers (LBNCs), manufactured homes, reasonable accommodations, supportive housing, and transitional housing. These zoning amendment programs were often complemented by promotional efforts, technical assistance, and incentivization programs, creating a comprehensive approach to encourage housing development.

Agricultural/Employee Housing

Eleven cities implemented zoning code amendments related to agricultural and/or employee housing provisions. These changes were aimed at ensuring compliance with California state law. The relevant state laws include Health and Safety Code Sections 17021.5, 17021.6, and 17021.8.

Emergency Shelters

Ten cities identified zoning amendments related to emergency shelters, allowing emergency shelters in a wider variety of zones, ensuring that no additional standards are applied to emergency shelters beyond what applies to similar residential uses in the same zone.

Group Homes

Nine cities identified zoning amendments for group homes or residential care facilities. Programs identify common barriers to the development of group homes and recommend how to address them.

Low Barrier Navigation Centers

Eleven cities included revisions to accommodate for LBNCs. Amendments include updating the zoning code to define and permit LBNCs as a use by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses.

Manufactured Homes

Four cities included zoning amendments to allow manufactured and mobile homes as a by-right use in all residential zones and allow manufactured homes the same as other single-family residential units in each zone.

Reasonable Accommodations

Five cities included programs regarding a reasonable accommodations procedure for persons with disabilities. Programs were included to ensure that the reasonable accommodations process is effective and objective, and does not add constraints to development of housing for persons with disabilities.

Supportive Housing

Eleven cities included amending the zoning ordinance to allow transitional housing.

Transitional Housing

Seven cities included amending the zoning ordinance to allow transitional housing.

Understanding Fair Housing

Fair housing encompasses the principles of equality, non-discrimination, and access to housing opportunities for all individuals, regardless of race, color, religion, sex, familial status, national origin, disability, or any other protected characteristic. In Riverside County, as in many regions across the United States, achieving fair housing is an ongoing endeavor shaped by historical legacies, socioeconomic factors, and policy interventions. To understand the present state of fair housing in Riverside County, it is crucial to examine its historical context. Like many areas in the U.S., Riverside County has grappled with issues of segregation, redlining, and discriminatory housing practices in the past.

These historical injustices continue to reverberate through the County's housing landscape, influencing patterns of segregation, disparities in access to resources, and socioeconomic inequalities. Data plays a pivotal role in understanding the complexities of fair housing in the County. Analyzing demographic trends, housing affordability indices, segregation patterns, and access to amenities provides valuable insights into the challenges facing marginalized communities. For example, mapping out areas with disproportionately high poverty rates or limited access to quality housing reveals areas in need of targeted interventions.

Riverside County has seen the emergence of various local initiatives aimed at promoting fair housing and advancing equity. Community-based organizations, advocacy groups, and government agencies collaborate to address housing discrimination, provide affordable housing options, and promote inclusive community development. These initiatives range from educational campaigns and outreach programs to policy advocacy and legal assistance for victims of housing discrimination.

The FHCRC provides fair housing counseling services for the jurisdictions in Riverside County, serving the communities of:

- County of Riverside
- City of Palm Desert
- City of Riverside
- City of Perris
- City of Moreno Valley
- City of Jurupa Valley
- City of Corona
- City of Hemet
- City of Temecula
- City of Menifee
- City of Palm Springs

The FHCRC is a nonprofit organization that provides a variety of fair housing resources and services in Riverside County, including resources for tenants, property managers, and service providers, dispute resolution, and housing counseling. Fair housing services include investigating complaints of housing discrimination, providing outreach and education to housing providers, and assisting residents with filing fair housing complaints with state and federal enforcement agencies, such as the Civil Rights Department and the HUD Office of FHEO.

The FHEO administers the Fair Housing Assistance Program, which awards and manages the program grants and works with lawmakers to develop and refine fair housing legislation. The FHEO also tracks data on fair housing cases on a jurisdictional level.

State Laws Related to Fair Housing

a. Protected Classes Under California State Law Fair Employment and Housing Act (FEHA) (statute at Government Code Section 12955 et seq.) Regulations at 2 California Code of Regulations (CCR) Section 12000 et seq.)

The California FEHA prohibits discrimination in housing based upon the following characteristics or protected classes:

- Race, color (including hair texture and style)
- Ancestry, national origin
- Religion
- Disability, including mental and/or physical
- Sex, gender
- Sexual orientation
- Gender identity, gender expression

- Genetic information (such as likelihood of gene mutation or chronic disorder)
- Marital status
- National origin
- Familial status (households with children under age 18, pregnant, or pursuing legal custody of children under 18)
- Source of income, including Section 8 Housing Choice Vouchers and other forms of rental assistance
- Military/veteran status

FEHA covers the sale or rental of most housing accommodations and dwellings, including homes, condominiums, apartments, mobile home parks, community associations, planned developments, housing cooperatives, single-room occupancy hotel rooms, bunkhouses, dormitories, sober living homes, transitional housing, emergency shelters, group homes, shelters, structures housing farmworkers, floating homes, and recreational vehicles used as a home or residence.

Housing owners, managing agents, real estate brokers, mortgage lenders, public housing authorities, homeowners' associations, and state and local governments are also subject to the law. Advertising, financial assistance and lending, real estate transactions, and government involvement with housing opportunities, including land use decisions, are also covered.

FEHA (Government Code section 12955(l)) specifically prohibits both intentional discrimination and actions that cause a discriminatory effect through public or private land use practices, decisions, and authorizations.

Government Code Section 12955.8 prohibits actions or failures to act, including through land use policies and practices, that have a disproportionate impact on persons protected by fair housing laws unless necessary to achieve an important purpose sufficiently compelling to override the discriminatory effect, and there are no less restrictive means to achieve the purpose. A discriminatory effect is shown if an act or failure to act has the effect, regardless of intent, of unlawfully discriminating based on membership in a protected class.

Proof of an intentional violation includes, but is not limited to, an act or failure to act that demonstrates an intent to discriminate in any manner against a protected class in violation of the statute. A person intends to discriminate if one's membership in a protected class is a motivating factor in committing a discriminatory housing practice, even though other factors may have also motivated the practice. An intent to discriminate may be established by direct or circumstantial evidence.

FEHA also expressly prohibits the existence of restrictive covenants that make housing unavailable based on categories protected under state or federal fair housing laws. County recorders, title insurance companies, escrow companies, real estate brokers, real estate agents or associations that provide declarations, governing documents, or deeds are required to place a cover page over the document, or a stamp on the first page of the document, specifically indicating that any restrictive covenant contained in the document which violates state and federal fair housing laws is void.

According to the California Department of Fair Employment and Housing (DFEH), effective January 1, 2006, any person holding an ownership interest of record in a property that they believe is subject to an illegal restrictive covenant may record a document titled Restrictive Covenant Modification with the County recorder.

The modification request must include a complete copy of the original document containing the unlawfully restrictive language with the restrictive language stricken. Following approval by the County counsel, the County recorder must record the modification document (Title II Government Code Section 12956.2, subdivisions [a] and [b]).

For common interest developments or associations, Civil Code Section 1352.5, requires the board of directors, without the approval of the owners, to delete any unlawful restrictive covenant and restate the declaration or governing document without the restrictive covenant but with no other change to the document. A board of directors of a common interest development or association is not required to obtain approval from the County recorder prior to removal of restrictive covenant language. In addition to FEHA, there are several other California laws impacting fair housing (in some places FEHA does incorporate some provisions of the Unruh Civil Rights Act [California Civil Code Sections 51–52]).

Other laws include the Ralph Civil Rights Act (California Civil Code Section 51.7) and the Tom Bane Civil Rights Act of 1976 (California Civil Code Section 52.1).

The Unruh Civil Rights Act (Civil Code Section 51) provides protection from discrimination by all business establishments in California, including housing and accommodations, because of age, sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status.

While the Unruh Civil Rights Act specifically lists the foregoing as protected classes, the California Supreme Court has repeatedly held that protections under the Unruh Act are not necessarily restricted to these specifically enumerated characteristics. The Unruh Act therefore covers all arbitrary and intentional discrimination by a business establishment based on personal characteristics, as does FEHA, since it incorporates the Unruh Civil Rights Act protections.

The Ralph Civil Rights Act of 1976 (Civil Code Section 51.7) forbids acts of violence or intimidation by threat of violence, including in housing, because of a person's sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation, political affiliation, position in a labor dispute, or are perceived to hold one of these protected characteristics. California law forbids verbal or written threats, physical assault or attempted assault, graffiti, and vandalism or property damage (Civil Code Section 51.7).

The Tom Bane Civil Rights Act (Civil Code Section 52.1) provides another layer of protection for fair housing choice by protecting all people in California from interference by threat, intimidation, coercion, or attempts to interfere by threat, intimidation, or coercion with an individual's exercise or enjoyment of their constitutional or statutory rights, including fair housing rights.

Discrimination in State-Funded Programs (Government Code Sections 11135–11139.7; Regulations at 2 CCR Section 11140 et seq.). Government Code Sections 11135–11139.7 provide protection from discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group

identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation in any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.

Specifically, whenever a state agency that administers a program or activity has reasonable cause to believe a contractor, grantee, or local agency has violated the provisions of Section 11135 or has adopted any regulation to implement such section, the head of the state agency shall notify the contractor, grantee, or local agency of such violation and shall submit a complaint detailing the alleged violations to the DFEH for investigation and determination. If it is determined that a contractor, grantee, or local agency has violated the provisions of this article, the state agency that administers the program or activity involved shall take action to curtail state funding in whole or in part to such contractor, grantee, or local agency. In addition, individuals have a private right of action to either file a complaint with the DFEH or sue directly in state court without going through an administrative action.

Government Code Sections 11135, 11139; S.B. 1442 (Liu, Chapter 870, Statutes of 2016, transferring authority to enforce to DFEH). Housing Discrimination (Government Code Section 65008) Government Code Section 65008 prohibits discrimination against affordable housing developments, affordable housing developers, and potential residents by local governments when carrying out their planning and zoning powers. Specifically, Section 65008 prohibits local governments from enacting or enforcing ordinances that prohibit or discriminate against housing or emergency shelter because of any of the following:

- The method of financing.
- The age or occupation of the owner or intended occupants.
- The intended occupants' membership in a protected class, i.e., sex, gender, gender identity, gender expression, sexual orientation, race, color, religion, ancestry, national origin, familial status, marital status, disability, genetic information, source of income, veteran or military status, age, medical condition, citizenship, primary language, immigration status.
- The housing is intended to be occupied by low-, moderate-, or middle-income households.
- The development consists of a multifamily residential project that is consistent with both the jurisdiction's zoning ordinance and general plan. Significantly, Section 65008 prohibits local governments from imposing different requirements on affordable developments than those imposed on non-assisted projects.

The Immigrant Tenant Protection Act of 2018 (California Civil Code Section 1940.3) prohibits landlords from inquiring about or requiring any statement, representation, or certification from any tenant, prospective tenant, occupant, or prospective occupant regarding their immigration or citizenship status. It also prohibits landlords from disclosing to any person or entity information regarding immigration or citizenship status for the purpose of harassing or intimidating a protected tenant, prospective tenant, occupant, or prospective occupant.

The statute also subjects attorneys to State Bar disciplinary hearings for reporting suspected immigration status or threatening to report suspected immigration status of a witness or party to a civil or administrative action, or family member thereof, in retaliation for exercising their housing rights.

This discourages express or implied threats to report a tenant or their family member's immigration status made by landlord attorneys in legal proceedings, including eviction cases. In addition, the law forbids public entities, including local jurisdictions, from compelling landlords by ordinance, regulation, policy, or administrative action to make inquiries about, compile, disclose, report, or provide any information regarding a person's citizenship or immigration status. It also forbids public entities from compelling landlords to prohibit offering, or continuing to offer, accommodations for rent or lease to persons based on their citizenship or immigration status.

Additional protections for immigrants are found at California Civil Code Sections 1940.2 (a), 1940.3(b), 1940.35, or 1942.5(c) or (e), or Code of Civil Procedure 1161.4(a). Under some circumstances, such as retaliation or harassment, violations of these statutes can also constitute a violation of FEHA. 2 C.C.R. 12005(b)(1)(B).

Affirmatively Furthering Fair Housing (Government Code Section 8899.50) The passage of AB 686 in 2018 strengthened California's commitment to fair housing and access to opportunity by mandating that all public agencies must affirmatively further fair housing through their housing and community development programs. Under Title II Government Code Section 8899.50(a)(1), which codified AB 686, "affirmatively furthering fair housing" means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming R/ECAPS into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

The duty to affirmatively further fair housing extends to all of a public agency's activities and programs relating to housing and community development. Public agencies are required to take meaningful actions to affirmatively further fair housing; however, they are not required to take, nor are they prohibited from taking, any particular action so long as it is not materially inconsistent with the obligation to AFFH, and it aligns with HUD's 2015 AFFH Final Rule. HUD has since suspended the rule at the federal level; however, Government Code Section 8899.50 maintains this obligation for entities in California.

Title VII Government Code section 65580 through 65589.3 mandates that local governments address their communities' existing and projected housing needs, including the needs of lower-income households, by requiring all cities and counties to adopt a housing element in their general plan to guide residential development policies, land use patterns, and housing policy related to public investments. Housing elements must identify all relevant land use controls, discuss impacts on the cost and supply of housing, and evaluate the impacts of standards, including development standards.

The analysis must determine whether land use controls constrain the development of multifamily rental housing, factory-built housing, mobile homes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing. Such analysis may reveal that certain policies have a disproportionate or negative impact on the development of housing types (e.g., multifamily) or on housing developed for low- or moderate-income households.

The analysis of potential governmental constraints should describe past or current efforts to remove governmental constraints, and the local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element. With the passage of AB 686, all housing elements must now include a program that promotes and affirmatively furthers fair housing opportunities community-wide for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, disability, and any other characteristic protected by state and federal fair housing and planning laws.

Additionally, all housing elements adopted on or after January 1, 2021, must now contain an AFH consistent with the core elements of analysis required by the federal AFFH Final Rule of July 16, 2015. The purpose of the AFH requirement is to help jurisdictions undertake fair housing planning in ways that lead to meaningful actions that overcome historical patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination.

Under the amended state Housing Element Law, site inventories must identify land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment to meet the locality's housing need for designated income levels, and an analysis of the relationship of zoning and public facilities and services to these sites. Title VII of Government Code Section 65863(a) requires that local governments have sites available and identified in housing elements to always accommodate their share of unmet regional housing needs. The code specifies that "at no time" shall the jurisdiction allow development which causes the land inventory to become insufficient to meet the jurisdiction's unmet lower- and moderate-income housing needs.

The law also prohibits changes to sites identified in the housing element, such as reductions to residential density, unless the jurisdiction can establish that there will be no net loss of residential unit capacity. If the approval of a development project results in the development of fewer units by income category than identified in the housing element, and remaining sites are inadequate to accommodate the unmet need, jurisdictions must make additional adequate sites available to accommodate this need.

California State Laws Impacting Housing Development Housing Accountability Act (Government Code Section 65589.5) The excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require high fees and exactions be paid by producers of housing. Among the consequences of those actions are discrimination against low-income and minority households.

The Housing Accountability Act is intended to limit the reasons that local agencies can deny, reduce the density of, or render infeasible housing development projects, including emergency shelters and housing development projects serving very low-, low-, or moderate-income households.

Housing Crisis Act of 2019, SB 330 (2019) (Government Code Section 66300 et seq.) The Housing Crisis Act is intended to accelerate housing production in California by streamlining permitting and approval processes, cutting the time it takes to obtain building permits, ensuring no net loss in zoning capacity, barring local governments from reducing the number of homes that can be built, and limiting fees after projects are approved.

Streamlined Ministerial Approval Process, Senate Bill 35 (2017) (Government Code Sections 65400 and 65582.1). In 2017, California passed SB 35, creating a streamlined approval process for

housing developments in localities that have not yet met their housing targets, provided that the development is on an infill site and complies with existing residential and mixed-use zoning. Participating developments must provide at least 10 percent of units for lower income families. All projects over 10 units must use prevailing wage, and larger projects must provide skilled and trained labor.

Density Bonus Law (Government Code Section 65915 et seq.) The Density Bonus Law requires local governments to adopt an ordinance providing for bonuses allowing increased project density above the base residential density and/or other regulatory or financial incentives to developers for the development of housing units that are affordable to qualifying low- and moderate-income households, and to grant such a density bonus when applicant requests one. Increased density bonuses and the other incentives offered by the law are intended to help make the development of affordable housing more economically feasible for housing developers. Developers may also be eligible for concessions or incentives, waivers, or reductions, such as:

- Relaxation of site development standards and modification of zoning codes or architectural design requirements.
- Mixed used zoning that will reduce the cost of the housing.
- Other regulatory incentives that result in cost reductions to provide for affordable housing.

Housing Density Bonuses, Assembly Bill 2501 (2016) (Government Code Section 65915) In 2016, the passage of AB 2501 clarified that incentives under the Density Bonus Law at Title VII Government Code Section 65915 are required for housing providers who include the requisite amount of affordable housing units in a project and provided for faster processing of density bonus applications. It also limited cities' and counties' ability to impose additional requirements on developers that may be intended to block development.

Density Bonuses for Affordable Housing, Assembly Bill 1763 (2019) (Government Code Section 65915) In 2019, AB 1763 was passed amending the Density Bonus Law at Title VII Government Code Section 65915 to provide enhanced density bonuses to housing developments that are 100 percent affordable to encourage development for low-income households.

Least Cost Zoning Law (Government Code Section 65913.1) Title VII Government Code section 65913.1 requires local governments to zone sufficient land for residential use with appropriate standards, in relation to zoning for nonresidential uses and growth projections, to meet the housing needs of all income groups as identified in the jurisdiction's housing element. Appropriate standards are defined to mean density and development requirements that contribute significantly to the economic feasibility of producing housing at the lowest possible cost given existing circumstances.

Zoning Regulations, Assembly Bill 1505 (2017) (Government Code Sections 65850 through 65850.01) With the passage of AB 1505 in 2017, jurisdictions were authorized to require that a certain amount of low-income housing, on-site or off-site, is included as a condition of the development of residential rental units. The law also authorizes HCD, if the city or county meets certain conditions, to review an ordinance that requires as a condition of residential rental unit development that more than 15 percent of the total number of units be affordable to households at 80 percent or less of the area median income within 10 years of its adoption or amendment. The law authorizes HCD to request and require

that a jurisdiction provide evidence that the ordinance does not unduly constrain the production of housing by submitting an economic feasibility study.

Supportive Housing Streamlining Act, Assembly Bill 2162 (2018) (Government Code Section 65583) The act amended Government Code Section 65583 to require that supportive and transitional housing be a use by-right in zones where multifamily and mixed uses are permitted, including non-residential zones, if the proposed housing development meets specified criteria. It also requires local governments approve, within specified periods, a supportive housing development that complies with these requirements. The law prohibits the local government from imposing minimum parking requirements for units occupied by supportive housing residents if the development is located within one-half mile of a public transit stop.

Surplus Public Land, Assembly Bill 1255 (2019) (Government Code Section 54230) Passed in 2019, AB 1255 recognized that state and local agencies own thousands of parcels of land throughout the state, some of which exceed those agencies' foreseeable needs. Title V Government Code Section 54230 requires cities and counties to report to the state an inventory of its surplus lands in urbanized areas, and it requires the state to include this information in a digitized statewide inventory of surplus land sites.

Surplus Land Act, Assembly Bill 1486 (2019) (Government Code Section 54220). The law aims to connect developers who are interested in building more affordable homes to surplus local public land that is both available and suitable for housing development.

Residential Development, Senate Bill 6 (2019) (Government Code Section 11011.8 and Government Code Section 65583.3) Passed in 2019, SB 6 requires the state to create a publicly available and searchable inventory of local sites suitable and available for residential development, along with state surplus lands, available via a link on the website of the Department of General Services.

Housing Data Collection and Reporting, Assembly Bill 1483 (2019) (Government Code Section 65940.1) AB 1483 requires local jurisdictions to publicly share information about zoning ordinances, development standards, current schedule of fees, exactions, and affordability requirements applicable to a proposed housing development project on its internet site. They must also include all zoning ordinances and development standards, specified annual fee reports or annual financial reports, and an archive of impact fee nexus studies, cost of service studies, or equivalent. The law also requires HCD to develop and update a 10-year housing data strategy.

Housing Program Eligible Entities, Assembly Bill 1010 (2019) (Health and Safety Code Section 50650.8) AB 1010 expanded definitions included in the California Health and Safety Code to allow duly constituted governing bodies of a Native American reservation or rancheria to become eligible entities able to participate in affordable housing programs such as CalHOME.

California Environmental Quality Act Exemption for Supportive and Transitional Housing, Senate Bill 450 (2019) (Public Resources Code Section 21080.50) With the passage of SB 450, projects related to the conversion of motels, hotels, residential hotels, or hostels to supportive or transitional housing are exempt from the California Environmental Quality Act until January 1, 2025, to lessen the hurdles for conversion projects.

Properties Eligible for a Welfare Exemption, Assembly Bill 1743 (2019) (Government Code Section 53340) In 2019, AB 1743 expanded the properties that are exempt from community facility district taxes to include properties that qualify for the property tax welfare exemption. The law also limits the ability of local agencies to reject housing development projects on the basis that their qualification for the exemption constitutes an adverse impact upon the public health or safety.

Property Tax and Community Land Trust, Senate Bill 196 (2019) (Revenue and Taxation Code Section 75.11) The Legislature, recognizing that community land trusts (CLTs) and limited equity housing cooperatives provide affordable housing options to low- and moderate-income households, passed SB 196 in 2019. SB 196 enacted a new welfare exemption from property tax for property owned by a CLT and made other changes regarding property tax assessments of property subject to contracts with CLTs (Revenue and Taxation Code Section 75.11).

Affordable Housing Special Beneficiary District, Assembly Bill 2031 (2016) (Health and Safety Code Section 34191.30 et seq.) Passage of AB 2031 in 2016 added Part 1.87 to the Health and Safety Code providing jurisdictions with a key tool for financing affordable housing development through the issuance of affordable housing bonds to be repaid from distributions of its property tax or “boomerang funds” received because of the dissolution of redevelopment agencies.

California State Laws on Accessory Dwelling Units (ADUs) Accessory Dwelling Units (Government Code Sections 65852.1 through 65852.2) California’s Planning and Zoning Law at Government Code sections 65000 et seq. authorizes a local agency to provide by ordinance the creation of ADUs in single-family and multifamily residential zones.

The law requires jurisdictions to provide expedited approval of an application for a building permit to create, when specified conditions are met, one ADU per single-family lot if the unit is contained within the existing space. The law also places limits on parking and set back requirements. Accessory dwelling or second units can be a useful strategy for housing elderly persons and persons with disabilities.

Land Use, Accessory Dwelling Units, Assembly Bill 68 (2019) (Government Code Sections 65852.2 and 65852.22) In 2019, AB 68 made changes to facilitate the development of more ADUs, including reducing barriers to ADU approval and construction, which will increase production of these low-cost, energy-efficient units and add to California’s affordable housing supply.

Accessory Dwelling Units, Assembly Bill 881 (2019) (Government Code Section 65852.2) AB 881 removed impediments to ADU construction by restricting local jurisdictions’ permitting criteria, clarifying that ADU’s must receive streamlined approval if constructed in existing garages, and eliminating local agencies’ ability to require owner-occupancy for five years.

Accessory Dwelling Units Sale or Separate Conveyance, Assembly Bill 587 (2019) (Government Code Section 65852.26) AB 587 added Government Code Section 65856.26 providing an exemption for qualified nonprofit organizations, including affordable housing organizations, to sell deed-restricted land to be conveyed separately from the primary residence to qualified low-income homeowners. The law includes the requirement of affordability restrictions on the sale and conveyance of the property to ensure the property will be preserved for low-income housing for 45 years.

Accessory Dwelling Units, Senate Bill 13 (2019) (Government Code Section 65852.2 and Health and Safety Code section 17980.12) In 2019, SB 13 amended Government Code Section 65852.2, creating a tiered fee structure which charges ADUs based on their size and location and addresses other barriers by lowering the application approval timeframe, creating an avenue to get unpermitted ADUs up to code, and enhancing an enforcement mechanism under Health and Safety Code section 17980.12 allowing the state to ensure that localities are following ADU statute.

Accessory Dwelling Units and Common Interest Developments, Assembly Bill 670 (2019) (Civil Code Section 4751) AB 670, passed in 2019, added Civil Code Section 4751 relating to common interest development. The law allows for the construction of affordable ADUs and junior accessory dwelling units that are owner-occupied and that are used for rentals of terms longer than 30 days. The law also prohibits homeowners' associations from preventing the development of such ADUs.

Accessory Dwelling Unit Incentives, Assembly Bill 671 (2019) (Government Code section 65583 and Health and Safety Code Section 50504.5) In 2019, California passed AB 671 amending Housing Element Law at Government Code Section 65583 and adding Health and Safety Code Section 50504.5. The law requires local governments to develop housing plans that incentivize and promote the creation of affordable ADU rentals and requires the state to develop a list of state grants and financial incentives for affordable ADUs.

California State Funding Laws Building Homes and Jobs Act, Senate Bill 2 (2017) The Building Homes and Jobs Act imposes a fee on the recording of real estate documents to increase funding for affordable housing. The revenues from the fee are deposited in the Building Homes and Jobs Fund. The act provides that first-year proceeds are split evenly between local planning grants and the California HCD programs addressing homelessness. Thereafter, 70 percent of the proceeds will be allocated to local governments; 15 percent will be allocated to HCD; 10 percent to assist the development of farmworker housing; and 5 percent to administer a program to incentivize the permitting of affordable housing, while another 15 percent will be allocated to the California Housing Finance Agency to assist mixed-income multifamily developments.

Housing Sustainability Districts Program, Assembly Bill 73 (2017) (Government Code Section 66200 et seq.) The Housing Sustainability Districts Program provides state financial incentives to cities and counties that create a zoning overlay district with streamlined zoning. Development projects must use a prevailing wage and include a minimum amount of affordable housing.

Workforce Housing Opportunity Zone (Government Code Section 65620) This section authorizes the state to provide planning funds to a city or county to adopt a specific housing development plan that minimizes project-level environmental review. The law requires at least 50 percent of total housing units within that plan to be affordable to persons or families at or below moderate-income, with at least 10 percent of total units affordable for lower-income households. In addition, development projects must use a prevailing wage.

Housing Trust for the National Mortgage Special Deposit Fund, Senate Bill 113 (2019) Signed into law in 2019, SB 113 created a trust to manage funds from the National Mortgage Special Deposit Fund to provide sustainable, ongoing legal assistance to California renters and homeowners in housing-related matters through local nonprofit organizations. The bill also appropriates funds to study the most effective

way to establish and manage a trust to accelerate housing production and assist in creating needs assessments (California Health and Safety Code Section 50515.02).

California State Laws Tailored to Subpopulations Veterans and Affordable Housing Bond Act of 2018, Senate Bill 3 (2017) (Health and Safety Code Section 54000) The Veterans and Affordable Housing Bond Act authorized the issuance of bonds to be used to finance various existing housing programs, provide infill infrastructure financing, create affordable housing matching grant programs, and to provide additional funding for programs for farm, home, and mobile home purchase assistance for veterans.

Farmworker Housing, Assembly Bill 571 (2017) (Health and Safety Code Section 50710 et seq.) AB 571 amended Farmworker Housing and Office of Migrant Services Programs under California's Health and Safety Code making modifications to the state's farmworker housing tax credit and California's Revenue and Taxation Code to increase its use. It authorized HCD to advance funds to operators of migrant housing centers at the beginning of each season and extends their occupancy to 275 days.

Homeless Youth Act of 2018, Senate Bill 918 (2018) (Welfare and Institutions Code Section 8259) In 2018, the Homeless Youth Act passed, requiring the Homeless Coordinating and Financing Council to assume additional responsibilities, including collecting data on youth homelessness and setting specific, measurable goals. The Homeless Youth Act requires the Council to collect data on youth homelessness, develop outcome metrics, prevent homelessness among youth involved with the child welfare or juvenile justice systems, and collaborate with stakeholders to inform policy, practices, and programs.

Hiring of Real Property, Assembly Bill 2219 (2018) (Civil Code Section 1947.3) AB 2219 requires a landlord or a landlord's agent to allow a tenant to pay rent through a third party. The Civil Code section 1947.3 as amended ensures that third-party payments, which may come from a variety of sources including social service agencies or programs, family members, caretakers, or payees, are accepted by landlords. Such protections help ensure that tenants who may have a disability, be low-income, and/or are struggling to pay rent are able to meet their tenancy responsibilities and to maintain housing.

Tenant Protection Act of 2019, Assembly Bill 1482 (2019) (Civil Code Section 1946.2) On January 1, 2020, the Tenant Protection Act of 2019 took effect, providing California tenants with just cause protections statewide. Pursuant to California Civil Code Section 1946.2, once a tenant has continuously and lawfully occupied residential real property which is subject to the Tenant Protection Act for 12 months, the owner may not terminate their tenancy without just cause, which is required to be stated in the landlord's written notice to terminate tenancy. In addition to just cause protections, passage of the Tenant Protection Act established statewide limitations on gross rental rate increases (Civil Code section 1947.12(k)(1)). The rental rate increase limitations do not apply to housing subject to a local rent control ordinance that restricts annual rental rate increases to an amount less than that provided for by the Tenant Protection Act. Housing that has been issued a certificate of occupancy within the last 15 years is exempt from both the "just cause" requirement and the rent cap. Protections under the Act are enforced through the California Court System.

The Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code Sections 5115 and 5116) Pursuant to the Lanterman Act, persons with developmental disabilities have the same legal rights and responsibilities guaranteed all other individuals by the United States Constitution and subsequent laws, as well as the Constitution and laws of the State of California. Under the Lanterman

Act, an otherwise qualified person by reason of having a developmental disability shall not be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives public funds.

The Lanterman Act states that persons with development disabilities have the right to treatment and habilitation services and supports in the least restrictive environment. Welfare & Institutions Code section 5115 provides that it is the policy of the state in the Lanterman-Petris-Short Act and the Lanterman DDS Act that persons with mental health disorders or physical disability are entitled to live in normal residential surroundings and should not be excluded because of their disabilities.

This critically important 1970 commitment to community integration and de-institutionalization has a second paragraph providing that there is a statewide policy that the use of property for the care of six or fewer persons with mental health disorders or other disabilities is a residential use of property for zoning. (Note, however, that housing with more than six people may also be a residential use under both the state and federal fair housing laws.)

Welfare & Institutions Code Section 5116 implements the principle in Section 5115 by providing that a state-authorized, certified, or licensed family care home, foster home, or group home serving six or fewer persons with mental health disorders or other disabilities or dependent and neglected children, shall be considered a residential use of property for the purposes of zoning if the homes provide care on a 24-hour-a-day basis.

These homes shall be a permitted use in all residential zones, including, but not limited to, residential zones for single-family dwellings. Local agencies must allow these licensed residential care facilities in any area zoned for residential use. The use of a property for the care of six or fewer persons with mental health disorders or other disabilities is a residential use of the property for the purposes of zoning, and such homes may not be required to obtain conditional use permits or variances that are not required of other family dwellings.

Developmental Services, Senate Bill 81 (2019) (Welfare and Institutions Code Section 4519.4) In 2019, SB 2019 amended the California Welfare and Institutions Code to add, among other things, a requirement that the Department of Developmental Services (DDS) consult with specified stakeholders, including representatives of the Developmental Services Task Force and the Department of Rehabilitation, to discuss system reforms to better serve consumers with developmental disabilities; to perform various duties, such as evaluating compliance with federal rules relating to specified services; and to report on the progress of these efforts.

The Housing Opportunities Act, Senate Bill 329 (2019) (Government Code Sections 12927 and 12955) Passage of The Housing Opportunities Act in 2019 broadened the definition of “Source of Income” based discrimination to include protections for verifiable income paid directly to a tenant, to a representative of a tenant, or to a housing owner or landlord on behalf of a tenant, including federal, state, or local public assistance and housing subsidies. Code Civ. Proc § 1161.3 – Prohibits landlords from evicting a tenant based on acts of domestic violence, stalking, sexual assault, human trafficking, or elder/dependent adult abuse committed against that tenant or member of the tenant’s household. Civ. Code § 1946.7 – Allows survivors to terminate their leases early, with 14 days’ notice. Civ. Code §§ 1941.5, 1941.6 – Gives survivor tenants the ability to obtain lock changes for their safety.

AB 2413, The Right to a Safe Home Act (Civ. Code § 1946.8, Gov. Code § 53165, Code Civ. Proc. § 1161.3) Strengthened housing protections for victims of abuse, victims of crime, or persons in an emergency who need police or emergency assistance from penalties such as eviction. Prohibits local governments from assessing penalties against tenants or landlords for calls for police or emergency assistance.

California State Laws on Infrastructure Priority Allocation of Water and Sewer Service (Government Code section 65589.7) To improve the effectiveness of the law in facilitating housing development for lower income households, Government Code Section 65589.7 requires local governments to submit a copy of the housing element to water and sewer providers and requires these providers to establish procedures to grant priority service to housing for lower-income households.

Specifically, water and sewer providers should establish procedures to:

- Grant priority to a proposed development that includes housing affordable to lower-income households.
- Prohibit water and sewer providers from denying/conditioning the approval or reducing the number of services for an application for development that includes housing affordable to lower-income households, unless specific written findings are made.
- Require Urban Water Management Plans include projected water use needed for lower-income single-family and multifamily households.

Failure to Provide Infrastructure FEHA 2 CCR (Government Code Section 12161) Public and private practices that result in denial or failure to provide infrastructure and services in a discriminatory manner are considered a potential violation. Identify Disadvantaged Communities (Government Code section 65302.10) This includes the requirement that cities and counties identify certain disadvantaged unincorporated communities within their jurisdiction and/or growth path, analyze water, wastewater, storm water drainage, and structural fire protection infrastructure and service deficiencies and needs in those communities, and identify funding mechanisms to address those needs.

California Department of Fair Employment and Housing (DFEH) Regulations DFEH Housing Regulations (2 California Code of Regulations Section 12005 et seq.) Effective January 1, 2020, the California DFEH enacted regulations to protect against housing discrimination. These regulations, 2 CCR Section 12005 et seq, implement the FEHA statute, making it easier for housing providers, owners, tenants, state and local governments, and financing and real estate entities to understand their rights and obligations. The DFEH's statute and fair housing regulations generally provide broader protections than are available under federal law, they cover a much broader list of protected classes.

The regulations address direct and vicarious liability for discriminatory housing practices, how to establish liability based on a practice's discriminatory effect, burdens of proof, legally sufficient justifications to allegations of discriminatory effect, retaliation and harassment, discriminatory effect in financial practices and real estate practices, land use discrimination, reasonable accommodations for people with disabilities, and the use of criminal history in rental housing applications.

More specifically, the new FEHA regulations address discriminatory effect, also known as disparate impact, which addresses neutral policies or practices that disproportionately affect persons in protected

classes or has the effect of perpetuating segregation. The regulations establish a burden-shifting test to show that the challenged practice has a discriminatory effect, then the burden shifts to the respondent to show a legally sufficient justification for the practice and that there is no less discriminatory alternative available.

The regulations also include clarified protections on practices constituting harassment, including quid pro pro and hostile environment harassment, and practices constituting retaliation. The regulations implement the prohibition of discrimination in land use practices and housing programs, including specific practices related to land use. The regulations provide clarity on the reasonable accommodation process and requirements for assistance animals. Lastly, the regulations address the use of criminal history information in housing transaction, including prohibited uses of criminal history information and specific practices relating to criminal history information.

These regulations are powerful new tools in California that regulate best practices for housing providers and state and local government to promote housing. Plans, Programs, and Policies Fair housing laws at the federal and state levels determine protections or policies for protected classes in California. Local planning, zoning, and housing development laws and programs have a significant impact on protected classes and housing choice. The following section summarizes relevant plans, programs, and policies that directly help to promote fair housing goals in California.

Challenges and Opportunities

While progress has been made, significant challenges persist in achieving fair housing in Riverside County. Persistent poverty, lack of affordable housing, and systemic barriers continue to undermine efforts toward equitable housing access.

However, these challenges also present opportunities for innovation, collaboration, and policy reform. By fostering partnerships between stakeholders, leveraging data-driven approaches, and centering the voices of impacted communities, Riverside County can work towards a more just and inclusive housing landscape.

The County also spends CDBG funds annually on public facility improvements in disadvantaged areas including sidewalk replacement, library building upgrades, and park/open space upgrades to contribute to a higher quality of life for residents. In Riverside County, fair housing is an ongoing journey, shaped by historical legacies, socioeconomic dynamics, and community-driven initiatives.

By harnessing local knowledge, leveraging data insights, and fostering collaboration, Riverside County can pave the way for a future where every individual has access to safe, affordable, and dignified housing, regardless of their background or circumstances.

5. Assessment of Contributing Factors to Fair Housing Issues

Housing Element

The Housing Element sets forth five primary goals, each with associated policies, actions, implementing resources, responsible agency, and time frames included for the purposes of mitigating impediments to fair housing within the County.

These goals are:

- Goal 1: To assist in the development of adequate housing to meet the county's fair share of the region's housing needs for all economic segments of the population, with an emphasis on lower-income households and households with special needs.
- Goal 2: To conserve and improve the condition of the housing stock, particularly affordable housing.
- Goal 3: To promote equal housing opportunities for all persons regardless of race, age, sexual orientation, religion, sex, etc.
- Goal 4: Establish adequate planning, administrative and fiscal tools to implement housing policies.
- Goal 5: Reduce per capita residential energy use.

Regional Analysis of Impediments (Housing Element)

Previous regional impediments to fair housing choice identified in the 2012 Analysis of Impediments are listed below. The impediments provide a snapshot of the barriers faced in 2012 by residents, including inadequate affordable housing supply, displacement, and access to opportunity.

1. Inadequate supply of affordable housing available to lower-income and minority households.
2. Community resistance to the development of multifamily rental housing and housing for lower-income or minority households.
3. Shortage of subsidies and strategies to promote affordable, accessible housing for low-, very low-, and extremely low-income households, including protected classes.
4. Communities lack enough awareness of potential fair housing impediments and ways to address those impediments.
5. Limited coordination on fair housing issues among state fair housing enforcement agencies.
6. Local development standards and their implementation, e.g., zoning, building or design standards, may constrain the development of housing opportunities for minority and low-income households.

7. Low-income households may be at risk of displacement in areas subject to strong new development pressure or activity.
8. Inadequate access for minority households to housing outside of areas of minority concentration.
9. State CDBG and HOME Programs underserve minorities in some instances.
10. Inadequate access to employment opportunities, transportation, public and social services infrastructure to support increased housing opportunities for lower income, minority, and disabled households.

Current Local Contributing Factors

There are several factors and elements that contribute to and may cause fair housing issues. Some of these are historical and referenced in the preceding sections.

1. **Resident Opportunities:** Riverside County exhibits significant disparities, with certain communities facing limited access to affordable housing due to high rent prices and low-income levels. This creates barriers to fair housing for marginalized groups. Countywide, there are disparities across racial/ethnic groups regarding access to educational opportunities and environmental opportunities, and significant disparities in access to economic opportunities.
2. **Historical Discrimination:** Historical discriminatory practices, such as redlining and segregation, have left lasting impacts on housing patterns in Riverside County. These practices have marginalized minority communities, leading to unequal access to housing opportunities.
3. **Limited Affordable Housing Stock:** Riverside County faces a shortage of affordable housing units relative to its population growth. The lack of affordable options disproportionately affects low-income individuals and families, exacerbating fair housing issues.
4. **Zoning Policies and Land Use Regulations:** Zoning policies and land use regulations can perpetuate segregation and limit housing choices for certain demographics. These policies may restrict the development of affordable housing in certain areas, contributing to fair housing disparities.
5. **Language and Cultural Barriers:** Language and cultural barriers can impede access to housing resources and information for non-English-speaking residents in Riverside County. Limited language accessibility may prevent individuals from understanding their fair housing rights and accessing assistance programs.
6. **Limited Enforcement of Fair Housing Laws:** Despite legal protections, the enforcement of fair housing laws in Riverside County may be inadequate. Discriminatory practices by landlords, property managers, and housing providers may go unchecked, further perpetuating housing inequality.
7. **Gentrification and Displacement:** Gentrification in Riverside County can lead to the displacement of long-term residents, particularly communities of color and low-income individuals.

As neighborhoods undergo revitalization efforts, rising property values and rents may force vulnerable populations out of their homes, exacerbating fair housing issues.

8. **Transportation Accessibility:** Limited transportation options in certain areas of Riverside County can restrict housing choices for residents, particularly those without access to private vehicles. This can lead to segregation and unequal access to employment, education, and other essential services, contributing to fair housing disparities.

Addressing these contributing factors requires a comprehensive approach, including policy reforms, community engagement, and targeted interventions to promote fair housing practices and ensure equitable access to housing opportunities for all residents of Riverside County.



Section VI: Fair Housing Priorities and Goals



City of Palm Desert



Section VI. Fair Housing Priorities and Goals

The County's AFH planning process included analyzing all data from survey respondents, from stakeholders, demographic and socioeconomic data, regional and localized trends and shifts. From this process, fair housing priorities and goals were created. However, the AFH process also includes review and evaluating past fair housing implementation. The following includes an analysis of the past goals, actions and strategies adopted and implemented over the past five years.

The process for determining fair housing goals consisted of a six-tiered review and analysis:

1. Review of previously established fair housing goals
2. Analysis of demographic data
3. Analysis interpretation of stakeholder focus group feedback
4. Analysis interpretation of AFH survey results
5. Review of fair housing service provider activities
6. Analysis of public comment
7. Review of other County fair housing reports and document priorities and goals

1. Assessment of Past Goals, Actions, and Strategies

The County of Riverside has fully implemented its 2020 Analysis of Impediment to Fair Housing Choice (AI) recommendations.

2020 AI Recommendation 1

1. The County of Riverside and its contracted fair housing service provider should continue providing educational opportunities for property owners, property managers, and residents. These opportunities should provide information concerning the law as it pertains to reasonable accommodations and reasonable modifications, which are some of the leading reasons why persons with disabilities encounter discrimination when seeking housing or attempting to maintain their housing.
2. It is recommended that the County provide for, under contract, multiple workshops per year for the next five years in locations throughout the County. These workshops should be focused on the rights of persons with disabilities as it relates to their ability to obtain and maintain housing. The content of these workshops should be tailored to landlords, tenants, and government officials (e.g., code enforcement, PHA staff, HWS staff), including a general introduction to fair housing laws and discrimination, and then primarily focus on forms of discrimination against persons with disabilities, such as unreasonably denying or refusing to address requests for reasonable accommodation and modification.

3. It is further recommended that the County continue contracting with a fair housing service provider for both discrimination and landlord-tenant services. Each annual contract should include metrics, benchmarks, and reporting requirements specific to this recommendation.

The County implemented all three recommendations noted above. The FHCRC has indicated the County maintains an annual fair housing contract that includes all jurisdictions in Riverside County. The FHCRC provides educational opportunities for property owners/manager and residents, provides landlord/tenant mediation services, and hosts several workshops, including workshops for first-time homebuyers.

2020 AI Recommendation 2

Siting and Standards for Transitional and Supportive Housing

- Implement Action 1.5c of the Housing Element to revise Ordinance 348 to include a definition of transitional housing and supportive housing that is consistent with State of California Health and Safety Code Sections 50675.14 and 50675.2; and,
- Revise the Ordinance to list transitional and supportive housing as permitted uses within residential zones.

The County completed an amendment to Ordinance No. 348 in March 2021 regarding transitional and supportive housing. Below is a summary of the actions as described by the City:

“Staff completed drafting an amendment to Ordinance No. 348 to ensure that transitional and supportive housing will be permitted by right in residential zones and subject only to those restrictions that apply to other residential uses of the same type in the same zone. After the breadth and scope of legislative statutory changes to the law in 2018 and 2019, particularly with respect to supportive housing, the County is redrafting its ordinances by adapting the additional requirements into amendments being prepared in response to the state’s focus on new housing and housing-related legislation during the 2018 and 2019 legislative sessions. The supportive and transitional ordinance amendments were adopted in March 2021.”

“Transitional housing and supportive housing must be permitted as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone (Government Code Section 65583(a)(5)). The County permits transitional and supportive housing in all zones where one family or multi-family dwellings are allowed, including mixed use zones, and nonresidential zones that allow residential, subject only to the same regulations as similar uses in the same zone, consistent with Health and Safety Code Sections 50675.14 and 50675.2.”

Table 84: Review of Past Accomplishments

	Past Goals	Action	Strategies/Progress Report
1	To assist in the development of adequate housing to meet the county's fair share of the region's housing needs for all economic segments of the population, with an emphasis on lower-income households and households with special needs;	Ongoing housing development	Increased housing production with a focus on affordability. Progress Status: On target.
2	To conserve and improve the condition of the housing stock, particularly affordable housing;	Continued allocation of funding for affordable housing improvement programs such as the Home Repair Program which are targeted to assist very low to moderate income households	Annual allocation of funding for program implementation. Ensuring 90% of expiring housing covenants are maintained. Progress Status: On target.
3	To promote equal housing opportunities for all persons regardless of race, age, sexual orientation, religion, sex, etc.	Ensure that regulatory agreements include equal opportunity compliance verbiage. Continued funding of FHCRC AFFH services.	Ongoing monitoring activities of properties that receive County funding. Section 3 enforcement monitoring activities and collaborations. Progress Status: On target.
4	Establish adequate planning, administrative and fiscal tools to implement housing policies	Ongoing efforts are being made to implement and improve housing policies	Continued implementation and improvement of planning and administrative tools and appropriate updates to internal policies and procedures Progress Status: On target.
5	Reduce per capita residential energy use	Continuous efforts are being made to promote energy efficient strategies within agency funded housing activities.	Continuous prioritization Progress Status: On target.
6	Implement homelessness prevention services	Design and implement a coordinated prevention system to provide limited cash assistance, a wide range of free or low-cost supportive services, and/or supplies to those most likely to become homeless.	Implementation of Homelessness Action Plan Goals Progress Status: On target.
7	Ensure funding of a coordinated system to end and prevent homelessness.	Identify a wide range of public and private funding opportunities to conduct the design and implementation of the coordinated system to prevent and end homelessness	Continuous prioritization. Progress Status: On target.
8	Continue the provision of educational opportunities for property owners, property managers, and residents concerning the law as it pertains to reasonable accommodations and reasonable modifications.	The County of Riverside and its contracted fair housing service provider should continue providing educational opportunities for property owners, property managers, and residents.	Annual allocation of funding for program implementation. Progress Status: On target.
9	Under contract, the County should provide multiple workshops per year for the next five years in locations throughout the County. These workshops should be focused on the rights of persons with disabilities as it relates to their ability to obtain and maintain housing.	Ongoing educational services: workshops should be tailored to landlords, tenants, and government officials (e.g., code enforcement, PHA staff, HWS staff), including an introduction to fair housing laws and discrimination, and with focus on forms of discrimination against persons with disabilities, such as unreasonably denying or refusing to address requests for reasonable accommodation and modification.	The County's Fair Housing consultant provides regional education and workshops to targeted groups. Progress Status: On target.
10	To continue contracting with a fair housing service provider for both discrimination and landlord-tenant services.	Ongoing educational services: Each annual contract should include metrics, benchmarks, and reporting requirements specific to this recommendation.	The County's Fair Housing consultant provides landlord tenant mediation services, along with reports and metrics on the nature of these cases. Progress Status: On target.

2. Other County Reports: Fair Housing Priorities and Goals

Adherence to federal and state fair housing goals as well as consideration of how to more effectively further the specific fair housing needs of its community shall continue to be a priority within Riverside County. Affirmatively furthering fair housing is embedded not only within the County's five-year Consolidated Plan and its Annual Action Plan, but priorities and goals are implemented in the standard housing programmatic operations. Furthermore, the County shall determine the most effective ways to implement goals identified within the AFH Report preparation process.

The County of Riverside commended the following goals:

- **Goal 1:** New Construction: Facilitate new housing opportunities to meet the needs of existing and future unincorporated Riverside County residents in all income categories.
- **Goal 2:** Innovative Housing Types: Encourage construction of innovative housing types that are affordable and promote mixed-income neighborhoods.
- **Goal 3:** Affordable Housing: Encourage construction, maintenance, improvement, and preservation of safe, decent, and sound affordable housing in unincorporated Riverside County.
- **Goal 4:** Special-Needs Groups: Work towards meeting the housing needs of special groups of unincorporated County residents, including but not limited to a growing senior population, large families, female headed households, farmworkers, persons with disabilities, persons with developmental disabilities, and persons and households in need of emergency shelter.
- **Goal 5:** Affirmatively Furthering Fair Housing: Promote affirmative further fair housing opportunities throughout the unincorporated County for all persons regardless of age, race, religion, color, religion, ancestry, national origin, sex, marital status, disability, familial status, or sexual orientation. As identified within the most recent Housing Element, the following recommended actions capture the County's planned fair housing priorities.

The County Housing Element recommended the following housing goals:

- **H 5.1:** The County shall continue to support fair housing laws and organizations that provide fair housing information and enforcement.
- **H 5.2:** The County shall provide housing information and counseling to low-income households and households with special housing needs.
- **H 5.3:** The County shall promote housing opportunities for all persons, regardless of race, religion, color, ancestry, national origin, sex, marital status, disability, family status, income, sexual orientation, or other barriers that prevent choice in housing.
- **H 5.4:** The County shall strive to disperse affordable housing projects throughout the county, while ensuring that affordable housing development occurs in areas with appropriate access to infrastructure, services, and necessary community amenities, wherever feasible.

- **H 5.5:** The County shall increase access to opportunities for lower-income households by encouraging affordable housing development in high-resource areas and improving resources near affordable housing sites located in low-resource areas.
- **H 5.6:** The County shall collaborate with community partners to increase residential low-resource areas access to transit, environmental, economic, and educational opportunities.

3. 2024-2029 AFH Report - Fair Housing Priorities and Goals

The following fair housing priorities, goals and actions were developed by looking at the community outreach, research and resource development, data collection and analysis.

Fair Housing Priorities

1. **Promote Fair Housing:** Advocating for policies and practices that ensure equal access to housing opportunities for all individuals, regardless of their background or protected characteristics.
2. **Create and Promote Housing Development Incentives:** Encouraging the development of new housing units by offering incentives to builders and developers. These incentives could include tax breaks, streamlined permitting processes, or grants.
3. **Increase Housing Density:** Focusing on strategies that lead to higher housing density, such as mixed-use developments, transit-oriented housing, and infill projects. This approach optimizes land use and supports efficient urban growth.
4. **Assist Jurisdictions by Providing Good Examples of Regulatory Changes:** Offering guidance and best practices to local governments on updating zoning regulations, land use policies, and building codes to promote fair housing and affordability.
5. **Increase Affordable Housing Volume:** Prioritizing the construction of affordable housing units to meet the needs of low and moderate-income households. This involves collaboration with developers, nonprofits, and community organizations.
6. **Increase Affordable Special Needs Housing:** Addressing the housing needs of vulnerable populations, including individuals with disabilities, seniors, and those requiring specialized housing services.
7. **Preserve Existing Affordable Housing:** Safeguarding existing affordable housing stock through rehabilitation, maintenance, and tenant protections. Preventing displacement is crucial for maintaining community stability.
8. **Promote and Help Fund Affordable Accessory Dwelling Unit (ADU) Development:** Encouraging the construction of ADUs (also known as granny flats or backyard cottages) as an affordable housing option. Providing financial support and streamlining regulations can facilitate ADU development.

Fair Housing Goals

1. Provide Fair Housing Outreach Opportunities to All Areas of the County
2. Provide Zoning and Incentives to Increase a Variety of Housing Types
3. Increase Opportunities for Affordable and Special Needs Housing
4. Comprehensive Supportive Services to First-time Homebuyers
5. Incentivize Accessory Dwelling Unit (ADU) Development

Table 85: Fair Housing Priorities and Actions

Goals	Fair Housing Priorities	Actions
<p>Provide Fair Housing Outreach Opportunities to All Areas of the County</p>	<p>Promote Fair Housing</p> <ul style="list-style-type: none"> ▪ Community Engagement ▪ Accessible Resources ▪ Cultural Competence ▪ Collaborative Partnerships ▪ Education and Training ▪ Targeted Strategies ▪ Accessible Communication Channels ▪ Feedback Mechanisms 	<ul style="list-style-type: none"> ▪ Action 1.A: Continue contracting with a fair housing provider, such as the Fair Housing Council of Riverside County (FHCRC). ▪ Action 1.B: Provide all informational, outreach, and project/program materials in English and Spanish, and other languages as necessary. ▪ Action 1.C: Recruit and/or involve residents from diverse neighborhood groups and community organizations for focus groups, stakeholder interviews, or committees. ▪ Action 1.D: Increase outreach to community members who are more likely to experience discrimination including education, mediation, and advocacy services. ▪ Action 1.E: Strive to create outreach methods that are convenient to residents such as televised workshops, meetings at schools, outreach at senior centers/living areas, polling questions, promotions at summer events programming, use temporary or movable installations, provide area daycares, and school events, and provide additional ways for residents to learn as part of networking.
<p>Provide Zoning and Incentives to Increase a Variety of Housing Types</p>	<p>Create and promote housing development incentives Increase housing density Assist jurisdictions by providing good examples of regulatory changes</p> <ul style="list-style-type: none"> ▪ Zoning Policies ▪ Incentive Programs ▪ Public-Private Partnerships ▪ Transit-Oriented Development ▪ Affordable Housing Requirements ▪ Community Engagement ▪ Infrastructure Investment ▪ Streamlined Regulatory Processes 	<ul style="list-style-type: none"> ▪ Action 2.A: Allow for a variety of housing types and densities across residential and mixed-use zones, including single-room occupancy units, efficiency units, and missing middle housing types (duplexes, triplexes, quadplexes, garden apartments, etc.). ▪ Action 2.B: Promote model incentives that are successful in increasing density or providing special needs housing such as expedited review processes, fee deferrals or waivers, and municipal technical assistance. ▪ Action 2.C: Continuously monitor to ensure compliance with federal and state housing laws (related to ADUs, emergency shelters, density bonuses, LBNCs etc.) Develop and promote model ordinances or example cases and provide technical assistance to jurisdictions to assist with compliance across the region. ▪ Action 2.D: Review current ordinances and regulations with the aim of incorporating incentives and initiatives to promote fair housing practices.
<p>Increase Opportunities for Affordable and Special Needs Housing</p>	<p>Increase affordable housing volume Increase affordable special needs housing Preserve existing affordable housing</p> <ul style="list-style-type: none"> ▪ Government Policies ▪ Funding and Subsidies ▪ Zoning Regulations ▪ Partnerships ▪ Supportive Services ▪ Adaptive Design ▪ Public Awareness 	<ul style="list-style-type: none"> ▪ Action 3.A: Rezone existing high opportunity, single-family neighborhoods to allow for higher density, more affordable housing types. ▪ Action 3.B: Provide rehabilitation and repair funding to lower-income households to maintain the supply of affordable homes and prevent displacement. ▪ Action 3.C: Develop incentives to encourage the development of large housing units to support larger, multigenerational households. Incentives may include reduced parking requirements, accessory dwelling units, increase residential building height, expedited development plan processing, development fees waivers or deferrals, or reduce infrastructure costs.

Table 85: Fair Housing Priorities and Actions, CONTINUED

Goals	Fair Housing Priorities	Actions
<p>Comprehensive Supportive Services to First-time Homebuyers</p>	<p>Promote Homeownership</p> <ul style="list-style-type: none"> ▪ CDBG-HOME funding assistance ▪ Community Engagement ▪ Infrastructure Investment ▪ Streamlined Regulatory Processes 	<ul style="list-style-type: none"> ▪ Action 4.A: Provide financial assistance programs such as down payment assistance, closing cost assistance, and low-interest loans to eligible first-time homebuyers. ▪ Action 4.B: Provide access to grants and subsidies aimed at making homeownership more affordable for low to moderate-income families. ▪ Action 4.C: Provide access to resources and networks such as local real estate agents, lenders, and housing agencies to provide first-time homebuyers with access to a network of trusted professionals. ▪ Action 4.D: Provide Homebuyer training and certification by developing a comprehensive homebuyer training program to educate participants about the responsibilities of homeownership, including property maintenance, insurance, and legal obligations. Provide certification upon completion of the training program, which may qualify participants for additional incentives or benefits
<p>Incentivize Accessory Dwelling Unit (ADU) Development</p>	<p>Promote and help fund affordable ADU development</p> <ul style="list-style-type: none"> ▪ Zoning Regulations ▪ Financial Incentives ▪ Streamlined Permitting Process ▪ Design Standards ▪ Education and Outreach ▪ Partnerships ▪ Accessory Dwelling Unit Programs ▪ Public Land Use ▪ Density Bonuses ▪ Legalization Efforts 	<ul style="list-style-type: none"> ▪ Action 5.A: Provide a variety of information and incentives for the development of Accessory Dwelling Units, such as FAQs, technical assistance, grants for low-income ADUs, pre-approved plans, cost calculators, fee waivers, expedited review. ▪ Action 5.B: Incentivize <i>affordable</i> ADU development, specifically geotargeting higher resource areas. Actions may include maintaining a database of affordable ADUs, allowing ADUs in all residential zones, geographically targeting ADU support, providing grants and/or fee waivers for low-income ADUs, create an in-house review and approval process, pre-approved plans for small ADU units, or expediting review for affordable ADUs

Conclusion

The purpose of the County's AFFH initiative is to shape a more equitable and inclusive housing landscape. Through meticulous data collection and analysis, the AFH Report identifies the following:

5 Fair Housing Goals:

1. **Provide Fair Housing Outreach Opportunities to All Areas of the County:** By providing outreach opportunities to all areas of the County, the community will have access to resources and information necessary to understand and exercise their fair housing rights.
2. **Provide Zoning and Incentives to Increase a Variety of Housing Types:** Implementing zoning regulations and incentives to promote a diverse range of housing types is essential for fostering inclusive communities that cater to the diverse needs of residents.
3. **Increase Opportunities for Affordable and Special Needs Housing:** Increasing opportunities for affordable and special needs housing addresses the pressing need for housing accessibility and affordability, ensuring that vulnerable populations have access to safe and adequate housing options.
4. **Comprehensive Supportive Services to First-Time Homebuyers:** Providing comprehensive supportive services to first-time homebuyers empowers individuals and families to navigate the complexities of the homebuying process, thereby promoting homeownership and wealth-building opportunities.
5. **Incentivize Accessory Dwelling Unit Development:** Incentivizing accessory dwelling unit developments presents a promising avenue for increasing housing supply, promoting density, and accommodating diverse household structures while also fostering economic opportunities for homeowners.

In conclusion, the integration of these top five fair housing goals into the AFFH framework lays the groundwork for fostering vibrant, inclusive, and equitable communities where every individual has access to housing that meets their needs and reflects their aspirations.

Moreover, it is imperative to continue leveraging data-driven insights and collaborative efforts to advance fair housing practices and ensure that housing remains a fundamental cornerstone of social and economic justice for all.

8 FAIR HOUSING PRIORITIES

1. Promote fair housing
2. Create and promote housing development incentives
3. Increase housing density
4. Increase affordable housing volume
5. Increase affordable special needs housing
6. Preserve existing affordable housing
7. Promote homeownership
8. Promote and help fund affordable ADU development

Figure 77: Infographic with County AFFH Goals





Appendix A: Public Participation Summary



City of Coachella

Appendix A: Public Participation Summary

The AFH Outreach Program consisted of stakeholder forums, attendance at Supervisor District Meetings, promotional tools including District website and newsletter postings, County and Housing Authority website postings, display flyers at public housing complexes, AFH County-Wide Survey, weekly AFH Committee meetings, 30-day public comment period and Supervisor Public Hearing.

The Outreach Program included a series of 10 project promotional emails connecting with 300 stakeholders to help identify Riverside County housing issues. Four Supervisor District meetings or Municipal Advisory Committee meetings were attended promoting the project to an estimated 85 community members. A total of 35 stakeholders participated in 4 virtual focus group meetings held in March 2024. Also, Stakeholders that could not participate at the meetings completed a Stakeholder Survey. Community residents were asked to complete the AFH Countywide Survey from March 2024 through May 11, 2024. Community residents, Cooperating Jurisdictions and HUD entitlements were asked to review and provide AFH comments during a 30-day public comment period from May 2024 – June 2024.

Stakeholder Meetings

STAKEHOLDER ANALYSIS SUMMARY

Top Contributing Factors to Housing Issues:

1. Housing Stock:
 - The existing shortage of supply driven by poor public policy decisions
2. Housing Costs/Income/Wages
 - Rents are too high and are not capped through rent control
 - Inflated costs of living, inadequate wages, and wage stagnation,
 - Wealth and income inequity
 - The most prevalent sectors in the area (logistics, healthcare, leisure/hospitality, education, agriculture) do not pay enough.

STAKEHOLDER QUESTIONS

1. What type of organization are you from?
2. What programs do you feel are the most effective in addressing fair housing?
3. How does your agency ensure fair housing?
4. In your opinion, what are the top contributing factors to housing inequity?
5. In your opinion, what are the top housing priorities that should be addressed in the county?
6. How can the County take meaningful actions to address housing priorities?

3. Inadequate Outreach:

- The community lacks education for about the importance of affordable housing and there are an insufficient number of educational opportunities.

4. Discrimination

- The prevalence of discrimination based on race and disability.
- Historical redlining and inequitable access to capital, quality schools, and jobs.

5. Development

- Insufficient funding opportunities for developers of all housing types.
- Insufficient capital investment opportunities as well as insufficient low and moderate resource communities for all housing types.
- Limitations within funding programs.
- Lack of government streamlined policies that expedite development.

6. Lending

- Challenge of finding lenders who will work with the multiple layers of subordinate financing which is often necessary for affordable homeownership.
- Unfair lending practices.
- Need for increased private equity
- Need for increased investment opportunities in single family homes
- Lack of affordable housing, restrictions due lack of understanding or knowledge of programs

Top Fair Housing Priorities:

1. Provide housing to homeless individuals and/or families
2. Homelessness
3. Increase senior and family housing
4. Insufficient housing supply
5. Establish a streamlined approval process, safeguards for temporary gaps, an easier approval processes to navigate on both the consumer and builder side
6. Provide increased project-based housing choice vouchers
7. Support affordable housing developers via soft-capital funding
8. Use creative funding vehicles that can allow funds to recycled (Catalyst Fund)

9. Prevent the increase of unhoused households by providing funding for affordable housing
10. Develop more low income and middle-income housing stock
11. PSH, Services (for PSH) Vouchers
12. Fast tracking affordable/mixed-income housing developments
13. Assist more at-risk families and individuals (PSH, veterans, senior, low- and middle-income.
14. Increasing low- and middle-income family, senior, and farmworker housing financing programs and funds
15. Create more opportunity for first-time homebuyers with more down payment assistance programs as well as affordable housing and re-entry to society programs
16. Establish rent control
17. Increase Inclusionary Housing

Stakeholder Fair Housing Recommendations:

- Hire property management firms that receive training to make sure fair housing policies are implemented;
- Ensure that Fair housing language is included in regulatory agreements for government funded projects;
- Encourage property owners, property management companies, and housing providers adhere to Housing First practices and principles and that these priorities are embedded in outreach, lease up and management;
- Monitoring and review of tenant selection policies and marketing plans to ensure that they are following SB1380 and adhere to AFFH guidelines and Housing First principles;
- Ongoing efforts to informing the public on fair housing laws and rights is encouraged through education outreach;
- Continued implementation and incorporating of Affirmative Fair Housing Marketing Plans;
- Encourage collaboration amongst multiple housing and supportive service providers; and
- Hire property management companies that ensure fair housing practices are implemented during lease up and long-term rental operations.

Recommendations for Meaningful Actions to Address Housing Priorities:

- Providing more soft monies towards the development of additional affordable housing projects. Feedback included the suggestion that there be a minimum of 25% of total development cost as soft monies from local jurisdiction to be competitive for tax credits.

- Expand supply, require affordable units in all new developments, solve Housing Choice Voucher waitlists.
- Continue to convene stakeholders like this. Consider a tax increment program to support meaningful affordable housing financing.
- Put as much construction money as possible into as many projects as possible, 2) prioritize projects with connections to healthcare and childcare, 3) more funding for legal aid orgs.
- Identify County-owned land that is suitable for housing development, announce the sites to the development community, and release RFPs to develop that land with capital and vouchers included.
- Access to funds like rental/down payment assistance, increase funding for education and outreach services, change in policies that would streamline development/contractors of affordable housing.
- Funding opportunities and technical assistance to identify additional sources- Pre-Development funding- Political will and positive messaging regarding affordable housing for the Community.
- Develop more Inclusionary Housing.
- Continue to provide funding and incentives for more housing production of affordable and market rate units
- Decrease red tape for development, provide
- Increase funding of first-time home buyers' programs
- Increase collaboration with cities tribes and other key stakeholders
- Provided more vouchers in early pre-development
- Consider using County owned land within the Notices Of Funding Availability process.
- Increase funding for outreach and education as well as down payment assistance and
- Implement changes in policy that will streamline the approval process for affordable housing contractors
- Increase outreach to the Palm Springs Section 14 survivors and descendants to understand and address their reparations and housing needs
- Collaborate with cities to identify opportunity sites
- Expedite entitlement and provide gap funding
- Decrease the amount of commercial properties
- Work with cities to streamline process

Programs that Stakeholders Felt Were the Most Important:

- Housing Choice Voucher
- Affordability, landlord accountability, balanced laws
- Investigating and enforcing discrimination complaints.

- Educational and outreach efforts
- HOME, CDBG, and PBV.
- Housing First practices for PSH units
- Financing programs i.e., Project Based Vouchers and County HOME
- LIHTC program
- Working with USVETS I would have to say those that deal directly with helping US Veterans obtain and sustain housing. SSVF
- Hire property management firms that receive training to make sure fair housing policies are implemented
- Fair housing is required in regulatory agreements for government funded projects

Stakeholders indicated that within their organizations, they promoted and ensured fair housing compliance be implemented in the following practices: ensuring quality contracting, implementing strong policies, maintaining project and service the affordability, lending in underserved communities, providing fair housing awareness training of staff, ensure that everyone in the Coachella Valley, regardless of race, ethnicity, immigration status, and income has an affordable place to live. Agencies also promote fair housing through education & outreach, counseling services, and testing, investing in low and moderate resource communities for all housing types - funding options for developers.

In Effort to Promote Fair Housing, Stakeholders Implement the Following Practices:

- Embed Housing First practices and principles within outreach, lease up, and management to ensure compliance with SB1380,
- Review and update tenant selection policies as necessary,
- Inform the public regarding fair housing laws and rights through education outreach,
- Incorporate Affirmative Fair Housing Marketing Plans,
- Collaborate with the County, City partners, and professional property management firms to ensure appropriate outreach is conducted during lease-up.
- Conduct multiple levels of interviews, provide ongoing training, and establish policies and standards,
- Hire property management companies that ensure fair housing practices are implemented during lease up and long term, and
- Develop inclusionary Housing.

RAW MEETING DATA DETAILS

Method: Virtual Meetings

■ Stakeholder Meeting 1: 3/7/24 9 AM

Attendees: 1

Q1: Participant Organization: Social Services

Q2: Housing Choice Vouchers

Q3: Economic Inequality

Q4: Homeless, senior, family housing

Q5: By providing more soft monies towards the development of additional affordable housing

Additional Feedback: Projects today need a minimum of 25% of total development cost as soft monies from local jurisdiction to be competitive for tax credits. In order to develop more housing.

■ Stakeholder Meeting 2: 3/7/24 3 PM

Attendees: 5

Q1: Participant Organization: Social Service(s)

Q2: Affordability, Landlord accountability, Balanced laws

Q3: Quality contracting, strong policies, affordability

Q4: Shortage of supply driven by poor public policy decisions

Q5: 1) Supply 2) Streamlined approval processes 3) Safeguards for temporary gaps 4) Easier processes to navigate on consumer and builder side

Q6: Expand supply, require affordable units in all new developments, solve Housing Choice Voucher waitlist.

Additional Feedback: Count on us to partner, get it done!

STAKEHOLDER QUESTIONS

Q1: What type of organization are you from?

Q2: What programs do you feel are the most effective in addressing fair housing?

Q3: How does your agency ensure fair housing?

Q4: In your opinion, what are the top contributing factors to housing inequity?

Q5: In your opinion, what are the top housing priorities that should be addressed in the county?

Q6: How can the County take meaningful actions to address housing priorities?

■ Stakeholder Meeting 3: 3/13/24 9 AM

Attendees: 11

Q1: Participant Occupations

Housing, Lenders, and Other (Non-Profit)

Q2: What programs do you feel are the most effective in addressing fair housing?

No responses recorded.

Q3: How does your agency ensure fair housing?

- By lending in underserved communities
- Training staff and awareness
- My organization is working to ensure that everyone in the Coachella Valley, regardless of race, ethnicity, immigration status, and income has an affordable place to live
- Through education, and outreach, counseling services, and testing
- Limited supply – cost-investments in low and moderate resource communities for all housing types, funding options for developers.

Q4: In your opinion, what are the tops contributing factors to housing inequity?

- The most prevalent sectors in the area (logistics, healthcare, leisure/hospitality education agriculture don't pay enough. Rents are too high and are not capped through rent control.
- Income inequality. Racial discrimination. Lack of affordable housing stock.
- Challenge of finding lenders who will work with multiple layers of subordinate financing necessary for affordable home ownership. Income inequality, lack of educational opportunities, cost to develop.
- Lack of government policies or government policies which supported redlining and unfair lending. Additionally, a lack of education for community about the importance of affordable housing.
- Housing- supply -cost capital investment in low and moderate resource communities for all housing types- funding opportunities for developers of all housing types.
- Lack of affordable housing, discrimination based on race and disability.

Q5: In your opinion, what are the top housing priorities that should be addressed in the county?

- So much across the board! Affordable rental housing, supportive housing, housing for homeless individuals and families and opportunities for home ownership.
- Affordable housing, housing affordability, decrease home ownership gap due to race, income, and other factors.
- Production of more affordable units, tenants' rights and eviction prevention, unsafe living conditions in mobile home parks, home ownership opportunities, lack of rent control.

- Providing project-based housing choice vouchers, supporting affordable housing developers via soft -capital. Using creative funding vehicle that can allow funds to recycle (catalyst fund).
- Capital and vouchers made available for multifamily housing development of all types.
- Request for additional PBV applications for new projects.

Q6: How can the County take meaningful actions to address housing priorities?

- Continue to convene stakeholders like this. Consider a tax increment program to support meaningful affordable housing financing.
- put as many construction money as possible into as many projects as possible 2) prioritize projects with connections to healthcare and childcare 3) more funding for legal aid organizations
- Identify county owned land that is suitable for housing development, announce the sites to the development community and release RFP's to develop that land with capital and vouchers included.
- Access to funds like rental down payment assistance, increase funding for education and outreach services, change in policies that would streamline development and contractors of affordable housing.
- Funding, opportunities, and perhaps technical assistance to identify additional resources. Pre development funding political will and positive messaging regarding affordable housing for the community.

Additional Comments:

- Thank you we have found the county to be a great partner
- Eliminate NIMBY
- The county does an excellent job staying the loop and working closely with developers, cities, and stakeholders. Keep it going echoing the comment about colocation of ECE plus healthcare facilities.
- You should reach out to Palm Springs section 14 survivors and descendants to understand what they are asking for in terms of reparations and housing.

■ Stakeholder Meeting 4: 3/13/24 3 PM

Attendees: 13

Q1: Participant Organization

Housing, Government, Other: Affordable Housing and homeless/PSH housing, USVETS deals with homeless and supportive housing, Local CBO outreach (funded through city, state, federal level), Financing programs: project-based vouchers and county HOME funds

Q2: What programs do you feel are the most effective in addressing fair housing?

- Investing and enforcing discrimination complaints.

- Educational and outreach efforts.
- Home CDBG and PV.
- Housing first practices for PSH units.
- Financing programs like project-based vouchers and county HOME.
- LIHTC program.
- Working with US vets, I would have to say those that deal directly with helping you US veterans obtain and sustain housing. SSVF.
- Hire property management firms that receive training and make sure fair housing policies are implemented.
- Fair housing is required in regulatory agreements for government funded projects.
- Number of MBI Staff: 3 (Tina Roseberry, Estella Wells, and Brittany Valenzuela)
- Stakeholder Group(s) represented: Housing, Government & Other (US Vets and CBO)

Q3: How does your agency ensure fair housing?

- Housing first practices and principles embedded in outreach lease up and management.
- By reviewing tenant selection policies.
- We use housing first principles in compliance with SB1380.
- Informing the public on fair housing laws and rights. Also, through education outreach.
- Incorporating affirmative fair housing marketing plans.
- Through our property management company and the tenant selection and marketing plans.
- Working with county city partners and professional property management firm to ensure appropriate outreach and lease-up.
- US vets have multiple levels of interviewing and given assistance as well as set policies and standards through its organization. As well with working with multiple agencies and partners.
- Hire property management companies that ensure fair housing practices are implemented during lease up and long term.
- High cost of living, inadequate wages, and wealth and income inequality.
- Discrimination in sales rental and finance.
- Inclusionary housing.

Q4: In your opinion, what are the top contributing factors to housing inequity?

- Lack of affordable housing!
- Historical redlining and access to capital, quality schools, and jobs.
- High cost of living, inadequate wages, and wealth and income inequality.

- Private equity starting to invest in single family homes.
- High cost of living, wage stagnation, low supply of housing (market and affordable).
- High cost of living and inadequate wages.
- Limitations within programs, lack of affordable housing, restrictions due lack of understanding or knowledge of programs.
- Shortage of housing, and cost of living.

Q5: In your opinion, what are the top housing priorities that should be addressed in the county?

- More availability of affordable housing.
- Preventing the increase of unhoused households by providing funding for affordable housing.
- Provide housing to homeless individuals or families.
- Low income and middle-income housing supply.
- Funding for family and senior housing.
- PSH, services (for PSH), vouchers, fast tracking affordable mixed income housing developments.
- At risk families and individuals, PSH, veterans, senior, low income, and middle income.
- Increasingly low- and middle-income family, senior, and farm worker housing financing programs and funds.
- More opportunity for first time home buyers more down payment assistance programs, affordable housing, and re-entry to society programs.
- Increasing amount of affordable housing, down payment assistance programs, and rent control.
- Inclusionary housing.

Q6: How can the County take meaningful actions to address housing priorities?

- Inclusionary housing.
- Provide money, decrease red tape for development, provide incentives for more housing production, affordable and market rate.
- Increase funds and programs available to assist with development of affordable housing and first-time homeowners.
- Increasing collaboration with cities tribes and key stakeholders.
- More vouchers provided in early pre-development, county owned land NOFAS, funding county funded services programs.
- Increase funding for outreach and education, as well as down payment assistance, and change in policy that will streamline affordable housing contractors. Then, affordable housing! Affordable housing!
- Collaborate with cities to identify opportunity sites, expedite entitlement, and provide gap funding.

- In regard to lack of affordable housing perhaps help in zoning of such and maybe less commercial property locations, increase assistance programs after more affordable housing is developed.
- Increase funding and work with cities to streamline process.

Additional Comments and Feedback:

- Minimize red tape, particularly for when it impacts affordable housing.
- Would like to see more availability of state and federal funding to continue development and construction of affordable housing.
- Make funds available for rental assistance for seniors.
- Excess sites plus funding will help with leveraging state funding and tiebreakers for LIHTC. Together they will speed up the process to get the units built.
- Need more programs available to help fund homeless resident services or services providers. We have found difficulty in providing homeless housing due to the high cost of providing services.
- It would be helpful to know where within the county there a lack of affordable housing is to focus on.
- One area we are noticing is there seems to be more individuals at the 80% plus ATM I, that are struggling to find affordable housing. Programs to help this group may be helpful.

District Meetings

Flyer



HWS

**HOUSING AND
WORKFORCE
SOLUTIONS**

ENGAGE. ENCOURAGE. EQUIP.

In the next six months, the County of Riverside is updating their AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH) for the Federal Department of Housing and Urban Development (HUD).

The goal of Affirmatively Furthering Fair Housing (AFFH) is to combat housing discrimination, eliminate racial bias, undo historic patterns of segregation, and lift barriers that restrict access in order to foster inclusive communities and achieve racial equity, fair housing choice, and opportunity for all Californians.

Fair housing outcomes would be locally driven based on the fair housing issues presented by local circumstances.

Implementation of an Assessment of Fair Housing (AFH) plan will greatly enhance equity, human dignity, social welfare, and justice for all protected class groups. Creating equitable access to affordable housing opportunities is crucial to the County's vulnerable populations that have long been denied equal access in many aspects of their lives.

Your voice matters! Please complete the survey to help guide County determinations that address priority housing and housing issues.



If you have questions, please reach out to: Tina.Roseberry@mbakerintl.com








HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

En los próximos seis meses, el Condado de Riverside actualizará su PROMOCIÓN AFIRMATIVA DE LA VIVIENDA JUSTA (AFFH) para el Departamento Federal de Vivienda y Desarrollo Urbano (HUD).

El objetivo de AFIRMATIVA DE LA VIVIENDA JUSTA (AFFH) es combatir la discriminación en materia de vivienda, eliminar los prejuicios raciales, deshacer patrones históricos de segregación y eliminar las barreras que restringen el acceso para fomentar comunidades inclusivas y lograr equidad racial, elección de vivienda justa y oportunidades para todos los californianos.

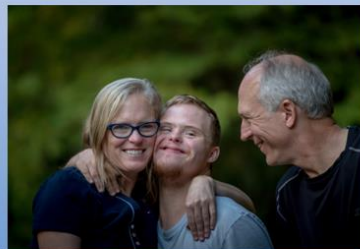
Los resultados de vivienda justa serían impulsados localmente en función de los problemas de vivienda justa presentados por las circunstancias locales.

La implementación de un plan de Evaluación de Vivienda Justa (AFH) mejorará en gran medida la equidad, la dignidad humana, el bienestar social y la justicia para todos los grupos de clases protegidas. Crear un acceso equitativo a oportunidades de vivienda asequible es crucial para las poblaciones vulnerables del condado a las que durante mucho tiempo se les ha negado la igualdad de acceso en muchos aspectos de sus vidas.

¡Tu voz importa! Complete la encuesta para ayudar a guiar las determinaciones del condado que abordan la vivienda un prioridad y los problemas de vivienda.



Si tiene preguntas, comuníquese con:
Tina.Roseberry@mbakerintl.com



District 1 Meeting**Attendees: 16**

When: March 27, 2024, at 6:00 pm

Where: 530 West Center Street, Highgrove, CA 92507

Presented under New Business: Riverside County's Affirmatively Further Fair Housing

Posted on district website and newsletter: [Home | District 1 County of Riverside Supervisor Kevin Jeffries \(rivcodistrict1.org\)](#)

No comments received.

District 2 Meeting**Attendees: 20**

When: February 28, 2024, at 6:00 pm

Where: Highgrove Library:530 Center Street, Riverside, CA 92507

Presented under Public comment for a maximum duration of 3 minutes

Posted on Districts website: [News | Supervisor Karen Spiegel - Riverside County District 2 \(rivcodistrict2.org\)](#)

No comments received.

District 3 Meeting**Attendees: 30**

When: March 14, 2024, at 6:30 pm

Where: Francis Domenigoni Community Center (32665 Haddock St, Winchester CA 92596)

Posted on Districts website: [News | Supervisor Chuck Washington, District 3](#)**District 4 Meeting, Thousand Palms****(Canceled)**

When: March 21, 2024, at 5:00 pm

Where: 31-189 Robert Road Thousand Palms, CA 92276

District 4 Meeting, Thermal**Attendees: 20**

When: March 25, 2024, at 6:00 pm

Where: Jerry Rummonds Senior Center Thermal, CA 92274

Comments: Audience wanted to know once the AFH is finalized if the data would be implemented in the County's "outdated" Housing Element.

District 5 Meeting**(Canceled)**

When: March 21, 2024, at 6:00 pm

Where: James A. Venable Community Center / 50390 Carmen Ave, Cabazon, CA 92230

AFH Survey**Total Responses: 324****Question 1: Please choose your primary relationship to Riverside County (check all that apply)**

Answer Choices	Responses, Percentage	Responses, Count
Resident (I live here)	71.60%	232
Employee (I work here)	73.46%	238
Student (I go to school here)	2.47%	8
Business Owner (I own a business here)	4.01%	13
Social Service Provider	9.57%	31
Housing Developer	6.79%	22
Other (please specify)	1.54%	5
	Answered	324
	Skipped	0

Question 2: In what Riverside County ZIP code do you spend most of your time (live, work, study, etc.)?

Answered	322
Skipped	2

Question 3: What is your age?

Answer Choices	Responses, Percentage	Responses, Count
17 or younger	0.00%	0
18-24	1.00%	3
25-34	8.31%	25
35-44	25.58%	77
45-54	30.23%	91
55-64	27.91%	84
65-74	5.32%	16
75 or older	1.66%	5
	Answered	301
	Skipped	23

Question 4: What gender do you identify as? (Check all that apply)

Answer Choices	Responses, Percentage	Responses, Count
Male	20.00%	60
Female	78.33%	235
Transgender	0.00%	0
Non-Binary	1.00%	3
I decline to say	1.00%	3
Other (please specify)	0.00%	0
	Answered	300
	Skipped	24

Question 5: What is your race and/or ethnicity? (Check all that apply)

Answer Choices	Responses, Percentage	Responses, Count
White	39.73%	118
Black or African American	18.18%	54
Hispanic or Latino	39.06%	116
Asian or Asian American	4.71%	14
American Indian or Alaska Native	3.03%	9
Native Hawaiian or other Pacific Islander	0.67%	2
Middle Eastern or North African	2.02%	6
Other (please specify)	3.37%	10
	Answered	297
	Skipped	27

Question 6: Do any of the following describe you or a member of your family? (check all that apply)

Answer Choices	Responses, Percentage	Responses, Count
Disabled Person	24.55%	54
Military Veteran	18.64%	41
Aged 65+	33.64%	74
LGBTQIA Person	14.09%	31
Homeless or Formerly Homeless Person	11.36%	25
First-Generation Immigrant or Refugee	15.45%	34
First-Generation Immigrant or Refugee	4.09%	9
Low- or Moderate-Income Person	49.55%	109
Low- or Moderate-Income Person	17.27%	38
	Answered	220
	Skipped	104

Question 7: What level of education have you completed?

Answer Choices	Responses, Percentage	Responses, Count
Less than High School	1.00%	3
High School Diploma/Equivalency	9.00%	27
Some College	22.67%	68
Associate Degree	9.67%	29
Bachelor's Degree	29.33%	88
Some Graduate School	3.00%	9
Advanced/Professional Degree	25.33%	76
	Answered	300
	Skipped	24

Question 8: How many people usually live in your household?

Answer Choices	Responses, Percentage	Responses, Count
1	7.62%	23
2	26.16%	79
3	20.20%	61
4	21.19%	64
5 or more	24.83%	75
	Answered	302
	Skipped	22

Question 9: What best describes your household? (children are under 18, adults are 18 and older)

Answer Choices	Responses, Percentage	Responses, Count
Single Adult	8.28%	25
Two or More Adults with No Children	29.47%	89
Single Parent with One or More Children	10.26%	31
Two Parents with One or More Children	26.16%	79
Multiple Generations of One Family	22.85%	69
Multiple Unrelated Persons	0.33%	1
Other (please specify)	2.65%	8
	Answered	302
	Skipped	22

Question 10: In the past month, what has been your housing situation?

Answer Choices	Responses, Percentage	Responses, Count
Renting a house	16.94%	51
Renting an apartment	12.62%	38
Homeowner	59.14%	178
Staying in the house/apartment of a friend or family member	11.96%	36
Staying in a homeless shelter	0.00%	0
Homeless with no fixed shelter	0.66%	2
Other (please specify)	2.99%	9
	Answered	301
	Skipped	23

Question 11: Do you spend more than 30% of your monthly income on housing expenses? (rent/mortgage + utilities)

Answer Choices	Responses, Percentage	Responses, Count
Yes	72.19%	218
No	24.17%	73
I don't know	3.64%	11
	Answered	302
	Skipped	22

Question 12: Have you or someone you know ever encountered any of the forms of housing discrimination described above?

Answer Choices	Responses, Percentage	Responses, Count
Yes, I have	21.40%	61
I think I may have	5.61%	16
I haven't, but someone I know has	12.63%	36
I haven't, but I think I may know someone who has	5.96%	17
No, I don't know anyone who has	50.18%	143
N/A / prefer not to say	4.21%	12
	Answered	285
	Skipped	39

Question 13: If you think housing discrimination is occurring, what types of discrimination do you think are most prevalent? (Please select top three)

Answer Choices	Responses, Percentage	Responses, Count
Race/Ethnicity Religion Disability	61.11%	165
Sexual Orientation	20.37%	55
Pregnant or Having Children Sex/Gender	12.96%	35
Age	26.30%	71
Marital Status	12.22%	33
National Origin/Ancestry Family Status	16.67%	45
Criminal History/Record Source of Income	41.11%	111
None, I do not think there is any housing discrimination in Riverside County	18.15%	49
Other (please specify)	8.52%	23
	Answered	270
	Skipped	54

Question 14: Which issues, if any, limit housing options in the County? (Please select top three)

Answer Choices	Responses, Percentage	Responses, Count
Rent or mortgage costs are too high in preferred neighborhoods	89.08%	253
High down payments	53.17%	151
Limited home sizes	10.56%	30
Limited housing availability	42.25%	120
Poor credit history or credit score	44.72%	127
There are not enough homes that can accommodate disabilities (i.e., wheelchair accessible)	9.51%	27
Concern that a family would not be welcome in a certain neighborhood(s)	12.68%	36
Local zoning does not support affordable housing	28.52%	81
I do not know of any limiting factors on housing options	4.93%	14
	Answered	284
	Skipped	40

Question 15: Please select up to three (3) housing issues most in need of attention in your Riverside County community

Answer Choices	Responses, Percentage	Responses, Count
Increase Affordable Rental Housing for Families	65.83%	183
Increase Affordable Rental Housing for Seniors	39.57%	110
Increase Affordable Rental Housing for Farm Workers	7.19%	20
Increase Affordable Housing with Supportive Services for People with Disabilities	15.47%	43
Increase Affordable Housing with Supportive Services for Homeless Individuals and Families	27.70%	77
Eviction Prevention and Renters Rights Assistance	13.67%	38
Assistance to Repair and Modernize Public and Affordable Rental Housing	12.59%	35
Assistance for Qualifying Homeowners to Repair Issues with Homes	24.10%	67
Affordable First-Time Homebuyer Assistance: Counseling, Down Payments, Closing Costs	48.56%	135
Increase Available Housing for People Using Section 8 Housing Choice Vouchers	14.39%	40
Increase Available Housing for People with Low Credit Scores or a Previous Eviction	19.78%	55
Assistance for Energy Efficiency Upgrades to Reduce Utility Bills	22.66%	63
Short-Term Assistance with Rent/Mortgage/Utility Payments	15.47%	43
Other (please specify)	10.07%	28
	Answered	278
	Skipped	46

Question 16: Do you feel any of the following issues have impacted families or individuals from purchasing a home? (Please select top three)

Answer Choices	Responses, Percentage	Responses, Count
Rent or mortgage was more than I/we could afford	85.66%	233
The amount of money I/we had for deposit was too low	59.56%	162
Housing needed to be large enough for my/our household	13.97%	38
My/our credit history or credit score was too low	44.49%	121
I/we need units that accommodate a disability (i.e., wheelchair accessible)	4.78%	13
Not being shown housing in the neighborhood(s) I/we wanted to move to	10.29%	28
Concern that I/we would not be welcome in the neighborhood	4.41%	12
Unaware of rental rehab programs that may be available	19.49%	53
None	8.82%	24
	Answered	272
	Skipped	52

Question 17: If you have ever applied for a home loan and your application was NOT approved, which of the following reasons were given?

Answer Choices	Responses, Percentage	Responses, Count
My/our income level is too low	22.01%	59
The amount I/we had for a down payment was too little	17.54%	47
The amount of savings I/we had was not enough	12.69%	34
The value of my current property was too low	1.12%	3
My/our credit history or credit score(s) was too low	16.79%	45
This question is not applicable to me	22.76%	61
I have not had this problem	44.40%	119
	Answered	268
	Skipped	56



Appendix B: Goals and Priorities PowerPoint



City of Beaumont

Appendix B: Priorities, Goals and Actions Presentation



Riverside County AFH



Riverside County Fair Housing Priorities

- Promote Fair Housing
- Create and promote housing development incentives
- Increase housing density
- Assist jurisdictions by providing good examples of regulatory changes
- Increase affordable housing volume
- Increase affordable special needs housing
- Preserve existing affordable housing
- Promote Homeownership
- Promote and help fund affordable ADU development



Goal 1: Provide Fair Housing Outreach Opportunities to All Areas of the County

- **Action 1.A:** Continue contracting with a fair housing provider, such as the Fair Housing Council of Riverside County (FHCRC).
- **Action 1.B:** Provide all informational, outreach, and project/program materials in English and Spanish, and other languages, as necessary.
- **Action 1.C:** Recruit and/or involve residents from diverse neighborhood groups and community organizations for focus groups, stakeholder interviews, or committees.
- **Action 1.D:** Increase outreach to community members who are more likely to experience discrimination including education, mediation, and advocacy services.
- **Action 1.E:** Strive to create outreach methods that are convenient to residents such as televised workshops, meetings at schools, outreach at senior centers/living areas, polling questions, promotions at summer events programming, use temporary or movable installations, provide area daycares and school events, and provide additional ways for residents to learn as part of networking.



Goal 2: Provide Zoning and Incentives to Increase a Variety of Housing Types

- **Action 2.A:** Allow for a variety of housing types and densities across residential and mixed-use zones, including single-room occupancy units, efficiency units, and missing middle housing types (duplexes, triplexes, quadplexes, garden apartments, etc.).
- **Action 2.B:** Promote model incentives that are successful in increasing density or providing special needs housing such as expedited review processes, fee deferrals or waivers, and municipal technical assistance.
- **Action 2.C:** Continuously monitor to ensure compliance with federal and state housing laws (related to ADUs, emergency shelters, density bonuses, LBNCs etc.) Develop and promote model ordinances or example cases and provide technical assistance to jurisdictions to assist with compliance across the region.
- **Action 2.D:** Review current ordinances and regulations with the aim of incorporating incentives and initiatives to promote fair housing practices.



Goal 3: Increase Opportunities for Affordable and Special Needs Housing

- **Action 3.A:** Rezone existing high opportunity, single-family neighborhoods to allow for higher density, more affordable housing types.
- **Action 3.B:** Provide rehabilitation and repair funding to lower-income households to maintain the supply of affordable homes and prevent displacement.
- **Action 3.C:** Develop incentives to encourage the development of large housing units to support larger, multigenerational households. Incentives may include reduced parking requirements, accessory dwelling units, increase residential building height, expedited development plan processing, development fees waivers or deferrals, or reduce infrastructure costs.



Goal 4: Comprehensive Supportive Services to First-time Homebuyers

- **Action 4.A:** Provide financial assistance programs such as down payment assistance, closing cost assistance, and low-interest loans to eligible first-time homebuyers.
- **Action 4.B:** Provide access to grants and subsidies aimed at making homeownership more affordable for low to moderate-income families.
- **Action 4.C:** Provide access to resources and networks such as local real estate agents, lenders, and housing agencies to provide first-time homebuyers with access to a network of trusted professionals.
- **Action 4.D:** Provide Homebuyer training and certification by developing a comprehensive homebuyer training program to educate participants about the responsibilities of homeownership, including property maintenance, insurance, and legal obligations. Provide certification upon completion of the training program, which may qualify participants for additional incentives or benefits



Goal 5: Incentivize Accessory Dwelling Unit (ADU) Development

- **Action 5.A:** Provide a variety of information and incentives for the development of Accessory Dwelling Units, such as FAQs, technical assistance, grants for low-income ADUs, pre-approved plans, cost calculators, fee waivers, expedited review.
- **Action 5.B:** Incentivize *affordable* ADU development, specifically geotargeting higher resource areas. Actions may include maintaining a database of affordable ADUs, allowing ADUs in all residential zones, geographically targeting ADU support, providing grants and/or fee waivers for low-income ADUs, create an in-house review and approval process, pre-approved plans for small ADU units, or expediting review for affordable ADUs.



Appendix C: Referenced Plans and Publications



City of Eastvale

Appendix C: Referenced Plans and Publications

This appendix provides detailed descriptions of the plans, publications, and legal documents referenced in the Assessment of Fair Housing (AFH) report for Riverside County. Each document plays a crucial role in shaping the county's housing policies and initiatives.

1. Housing Element

<https://planning.rctlma.org/sites/g/files/aldnop416/files/migrated/Portals-14-RC-Housing-20Element-Chapter-208-revised-with-Appendices-2-15-23-1.pdf>

The Housing Element is a component of Riverside County's General Plan. It outlines the County's housing needs, goals, policies, and programs for a specific planning period. This document identifies strategies for accommodating projected population growth, preserving, and improving existing housing stock, and promoting affordable housing. The Housing Element is updated every eight years and must comply with state housing laws.

2. Analysis of Impediments to Fair Housing Choice (AI)

<https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-03/2019-2024AnalysisImpedimentFairHousingReport.pdf>

The AI identifies barriers to fair housing and outlines strategies to overcome these obstacles. The AI is an integral part of the AFH planning process.

3. Proposed One Year Action Plan 2024-2025 of the Five-Year Consolidated Plan 2024-2029

https://rivcohws.org/sites/g/files/aldnop131/files/2024-03/Proposed_OYAP_Plan_2024-2025.pdf

The Department of Housing and Urban Development-required one-year Annual Action Plan outlines the County's strategy for using federal funds to address community development and housing needs. The plan includes allocations for various programs like the Community Development Block Grant, which supports public services, neighborhood improvements, economic development, and affordable housing initiatives.

4. CAPER 2023

<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:a8dd8963-6690-439d-afdf-330db8855c72>

The Consolidated Annual Performance and Evaluation Report is a mandatory document that US state and local governments must submit to the Department of Housing and Urban Development (HUD) each year. This report is part of the compliance requirements for jurisdictions that receive federal funding

through HUD programs, such as the Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grant, and Housing Opportunities for Persons with AIDS.

5. Homeless Action Plan

<https://rivcohws.org/sites/g/files/aldnop131/files/2022-10/County%20of%20Riverside%20Homeless%20Action%20Plan.pdf>

Riverside County's Homeless Action Plan outlines a comprehensive strategy to address homelessness within the county. This plan is developed in collaboration with various stakeholders, including government agencies, nonprofit organizations, service providers, and community members.

6. COC Performance Report -2022

<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:299ea137-5f86-4982-991f-194493a8135>

The Continuum of Care (CoC) Performance Report for Riverside County is a comprehensive evaluation of the county's efforts to address homelessness. It includes data on various metrics, such as the effectiveness of housing programs, the number of individuals and families served, and the overall impact of CoC-funded initiatives.

7. FHCRC

Quarter 1: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:2f39030b-25f2-478f-add5-66a269628bf8>

Quarter 2: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:05ce80f1-381a-45c0-8a64-8bab9b3a3853>

Quarter 3: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:3cd6298d-9c10-4248-9c20-af78558f5956>

Quarter 4: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:0bf7850c-6131-446f-8b8c-87caaca8e24c>

8. California State Laws Regarding Fair Housing

California has enacted several laws to promote fair housing practices and prevent discrimination. Key laws include:

- **California Fair Employment and Housing Act (FEHA):** Prohibits discrimination in housing based on race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, and other protected characteristics.

- **Unruh Civil Rights Act:** Provides protection against discrimination by all business establishments in California, including housing providers.
- **California Tenant Protection Act (AB 1482):** Introduces rent control and just cause eviction protections for tenants.

9. Local Zoning Regulations and Ordinances

Riverside County's local zoning regulations and ordinances are critical tools for implementing the County's land use policies. These regulations determine how land can be used and developed, including residential, commercial, and industrial uses. Key ordinances include:

- **Zoning Ordinance:** Specifies the types of buildings allowed in different areas, building heights, densities, setbacks, and other land use controls.
- **Inclusionary Housing Ordinance:** Requires developers to include a certain percentage of affordable housing units in new residential developments or pay in-lieu fees to support affordable housing projects.

10. Other Relevant Publications:

- **Regional Housing Needs Assessment (RHNA):** Mandated by state law, the RHNA allocates housing unit targets to cities and counties to ensure they plan for and accommodate all economic segments of the population.
- **Community Profiles and Demographic Reports:** Provide detailed demographic data, housing statistics, and socioeconomic indicators essential for understanding the community's housing needs and planning appropriately.

Each of these documents informs the development and implementation of policies aimed at promoting fair housing and addressing the diverse housing needs of Riverside County's residents. They collectively ensure that the County meets federal, state, and local requirements for housing and community development.

**County of Riverside
2024-2029
Assessment of Fair
Housing Report**



CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Director of Housing and Workforce Solutions

Title

FORM APPROVED COUNTY COUNSEL
BY: Paula S. Salcido 7/8/2024
PAULA S. SALCIDO DATE

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Director of Housing and Workforce Solutions
Title

FORM APPROVED COUNTY COUNSEL

BY: Paula S. Salcido 7/8/2024
PAULA S. SALCIDO DATE

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Director of Housing and Workforce Solutions
Title

FORM APPROVED COUNTY COUNSEL
BY: Paula S. Salcido 7/8/2024
PAULA S. SALCIDO DATE

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Director of Housing and Workforce Solutions

Title

FORM APPROVED COUNTY COUNSEL

BY: Paula S. Salcido 7/8/2024
PAULA S. SALCIDO DATE

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Director of Housing and Workforce Solutions
Title

FORM APPROVED COUNTY COUNSEL

BY: PAULA S. SALCIDO 7/8/2024
PAULA S. SALCIDO DATE

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FORM APPROVED COUNTY COUNSEL

BY:

Paula S. Salcido
PAULA S. SALCIDO

7/8/2024
DATE

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

06/25/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

N/A

5b. Federal Award Identifier:

M-24-UC-06-0506

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

County of Riverside

* b. Employer/Taxpayer Identification Number (EIN/TIN):

95-6000930

* c. UEI:

MN1HJ72DTDF9

d. Address:

* Street1:

3403 Tenth Street

Street2:

Suite 300

* City:

Riverside

County/Parish:

Riverside

* State:

CA: California

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

92501-3659

e. Organizational Unit:

Department Name:

Housing & Workforce Solutions

Division Name:

Community & Housing Developmen

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Juan

Middle Name:

* Last Name:

Garcia

Suffix:

Title:

HWS Deputy Director

Organizational Affiliation:

* Telephone Number:

951-955-8126

Fax Number:

* Email:

JUGarcia@rivco.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-239

CFDA Title:

HOME Investment Partnership Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Projected use of HOME Investment Partnerships Funds. \$350,000 in Program Income to be used towards First Time Home Buyer.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,071,517.28"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value="350,000.00"/>
* g. TOTAL	<input type="text" value="2,421,517.28"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO 11/8/2024
DATE

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director of HWS
APPLICANT ORGANIZATION County of Riverside	DATE SUBMITTED 

SF-424D (Rev. 7-97) Back

FORM APPROVED COUNTY COUNSEL
 BY: Paula S. Salcido DATE: 8/20/24
 PAULA S. SALCIDO DATE

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: 06/25/2024	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: N/A	5b. Federal Award Identifier: E-24-UC-06-0506	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: County of Riverside		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6000930	* c. UEI: MN1HJ72DTDF9	
d. Address:		
* Street1: 3403 Tenth Street	<input type="text"/>	
Street2: Suite 300	<input type="text"/>	
* City: Riverside	<input type="text"/>	
County/Parish: Riverside	<input type="text"/>	
* State: CA: California	<input type="text"/>	
Province:	<input type="text"/>	
* Country: USA: UNITED STATES	<input type="text"/>	
* Zip / Postal Code: 92501-3659	<input type="text"/>	
e. Organizational Unit:		
Department Name: Housing & Workforce Solutions	Division Name: Community & Housing Developmen	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Juan	<input type="text"/>
Middle Name:	<input type="text"/>	
* Last Name: Garcia	<input type="text"/>	
Suffix:	<input type="text"/>	
Title: HWS Deputy Director		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: 951-955-8126	Fax Number: <input type="text"/>	
* Email: JUGarcia@rivco.org		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

.

* Other (specify):

*** 10. Name of Federal Agency:**

U.S Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-231

CFDA Title:

Emergency Solutions Grant

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Projected use of Emergency Solutions Grant Funds.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="607,106.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="607,106.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

FORM APPROVED COUNTY COUNSEL
BY: Paula S. Salcido 7/8/2024
PAULA S. SALCIDO DATE

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director of HWS
APPLICANT ORGANIZATION County of Riverside	DATE SUBMITTED 

SF-424D (Rev. 7-97) Back

FORM APPROVED COUNTY COUNSEL

BY: Paula S. Salcido 7/8/2024
PAULA S. SALCIDO DATE

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="06/25/2024"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text" value="N/A"/>	5b. Federal Award Identifier: <input type="text" value="B-24-UC-06-0506"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="County of Riverside"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="95-6000930"/>	* c. UEI: <input type="text" value="MN1HJ72DTDF9"/>

d. Address:

* Street1: <input type="text" value="3403 Tenth Street"/>
Street2: <input type="text" value="Suite 300"/>
* City: <input type="text" value="Riverside"/>
County/Parish: <input type="text" value="Riverside"/>
* State: <input type="text" value="CA: California"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="92501-3659"/>

e. Organizational Unit:

Department Name: <input type="text" value="Housing & Workforce Solutions"/>	Division Name: <input type="text" value="Community & Housing Developmen"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Juan"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Garcia"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="HWS Deputy Director"/>	
Organizational Affiliation: <input type="text"/>	
* Telephone Number: <input type="text" value="951-955-8126"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="JUGarcia@rivco.org"/>	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Projected use of Community Development Block Grant Funds.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="7,452,148.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="7,452,148.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

FORM APPROVED COUNTY COUNSEL
BY:  7/8/2024
PAULA S. SALCIDO DATE

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.


As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director of HWS
APPLICANT ORGANIZATION County of Riverside	DATE SUBMITTED 

SF-424D (Rev. 7-97) Back

FORM APPROVED COUNTY COUNSEL
 BY:  7/8/2024
 PAULA S. SALCIDO DATE

FUNDING APPROVAL AGREEMENTS
CDBG, HOME, ESG

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act
 Assistance Listings #14.239 - HOME Investment Partnerships Program

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Grantee Name (must match the name associated with 3b.) and Address		2. Grant Number (Federal Award Identification Number (FAIN))																
		3a. Tax Identification Number	3b. Unique Entity Identifier (formerly DUNS):															
		4. Appropriation Number	5. Budget Period Start and End Date															
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0															
a. Formula Funds		\$																
b. Community Housing Development Org. (CHDO) Competitive		\$																
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)																		
a. Formula Funds		\$																
1. CHDO (For deobligations only)		\$																
2. Non- CHDO (For deobligations only)		\$																
b. CHDO Competitive Reallocation or Deobligation		\$																
8. Revised Obligation			\$															
a. Formula Funds		\$																
b. CHDO Competitive Reallocation		\$																
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached			10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy)															
11. Indirect Cost Rate* <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Administering Agency/Dept.</th> <th style="text-align: left; border-bottom: 1px solid black;">Indirect Cost Rate</th> <th style="text-align: left; border-bottom: 1px solid black;">Direct Cost Base</th> </tr> </thead> <tbody> <tr> <td>---</td> <td style="text-align: right;">---</td> <td></td> </tr> <tr> <td>---</td> <td style="text-align: right;">---</td> <td></td> </tr> <tr> <td>---</td> <td style="text-align: right;">---</td> <td></td> </tr> <tr> <td>---</td> <td style="text-align: right;">---</td> <td></td> </tr> </tbody> </table>			Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	---	---		---	---		---	---		---	---		12. Period of Performance Start and End Date
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
---	---																	
---	---																	
---	---																	
---	---																	

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

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

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date

19. Check one: Initial Agreement Amendment #

20. Funding Information:

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	4. Date use of funds may begin	
	5a. Project/Grant No. 1	6a. Amount Approved
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization)	
Title		Title	
Signature	Date (mm/dd/yyyy)	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 07/01/2023	

11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee			
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
--	---

Loan Guarantee Acceptance Provisions for Designated Agencies:
 The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency	
Title	
Signature	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation

and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address		2. Unique Federal Award Identification Number:	
		3. Tax Identification Number:	
		4. Unique Entity Identifier:	
5. Fiscal Year (yyyy):			
6. Previous Obligation (Enter "0" for Initial Fiscal Year allocation)		\$	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$	
8. Total Amount of Federal Funds Obligated		\$	
9. Total Required Match		\$	
10. Total Amount of Federal Award Including Match		\$	
11. Start Date of Recipient's Program Year (mm/dd/yyyy)		12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy)
14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached 16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy)	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-23-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-23-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Recipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official)		18. Signature	19. Date (mm/dd/yyyy)
20. For the Recipient (Name and Title of Authorized Official)		21. Signature	22. Date (mm/dd/yyyy)

Funding Information (HUD Accounting Use Only):

PAS Code: SOE	Program Code: SOE	Region: 09
Appropriation Number: 1192	Appropriation Symbol: 86 3/50192	Office: Los Angeles
FY: M		

Special Conditions and Requirements for FY 2023 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Special Conditions and Requirements for FY 2023 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

FORMS FOR CDBG & ESG PROGRAMS

**SPONSOR'S AGREEMENT FOR THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Sponsor’s Agreement (“Agreement”), for the use of Community Development Block Grant funds, is made and entered into this _____ day of _____, 2024, by and between, County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and «SPONSOR», a California nonprofit Corporation, hereinafter referred to as “SPONSOR”.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, Title 1, as amended (the "Act"), provides that certain grant funds may be used for certain discretionary projects which primarily benefit low and moderate income persons, persons with disabilities, remove slums or blight, or which meet urgent community development needs; and

WHEREAS, COUNTY has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (“CDBG”) funds which are to be used to assist and undertake essential community development and housing assistance activities pursuant to the Act; and

WHEREAS, SPONSOR is eligible under the Act to receive CDBG funds to perform those activities described herein; and

WHEREAS, the SPONSOR has submitted its proposal to the COUNTY for funding of the activities described herein; and

WHEREAS, the CDBG-assisted activities described herein comply with one of the national objectives as required under 24 Code of Federal Regulations (CFR) 570.200(a)(2):

NOW, THEREFORE, the COUNTY and SPONSOR mutually agree as follows:

- 1. **PURPOSE.** SPONSOR promises and agrees to undertake and assist with COUNTY’s community development activities by utilizing the sum of «Total_Granted_Funding», (“CDBG Entitlement Funds”), as specifically identified in Exhibit A, which is attached hereto and incorporated herein by this reference, for the following project: «Project_Name».

1 2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective
2 Date, as defined herein, and shall continue in full force and effect until June 30, 2025.

3 3. COMPLETION SCHEDULE. SPONSOR shall proceed consistent with Section IV as
4 set forth in Exhibit A.

5 4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute
6 discretion, to the completion schedule for the purpose of completing SPONSOR'S projects/activities
7 which are underway and cannot be completed during the term of this Agreement. SPONSOR shall
8 request said extension in writing, stating the reasons therefore, and may be granted only by receiving
9 written approval from COUNTY. Every term, condition, covenant and requirement of this
10 Agreement shall continue in full force and effect during the period of any such extension. In the
11 event that the SPONSOR does not request an extension, or if no extension is authorized by the
12 COUNTY, this Agreement may be terminated consistent with the termination procedures as set forth
13 in Section 23 of this Agreement.

14 5. LETTER TO PROCEED. SPONSOR shall not initiate nor incur expenses for the
15 CDBG funded project/activity covered under the terms of this Agreement prior to receiving written
16 authorization from COUNTY to proceed.

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

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<u>COUNTY</u>	<u>SPONSOR</u>
Heidi Marshall, Director	«ContactFirstName»«ContactLastName»
Housing and Workforce Solutions HWS	«Sponsor»
P.O. Box 1528	«Address»
Riverside, CA 92502	«City», «State» «Zip»

7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disposition and disbursement of all funds received by COUNTY under the Act consistent with the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its Department of Housing and Workforce Solutions, shall: (1) make payments of the grant funds to SPONSOR as set forth in Exhibit A, attached hereto, and (2) monitor the CDBG-funded activity to ensure compliance with applicable federal regulations and the terms of this Agreement.

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SPONSOR the sum specified in Section 1 above on a reimbursable basis for all COUNTY-approved costs. The SPONSOR shall submit not more often than monthly to the CDBG Administrator of COUNTY a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure statement and reimburse the SPONSOR for the approved costs in accordance with its usual accounting procedures. The COUNTY may require from SPONSOR such supporting documentation as may be necessary and appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of CDBG funds shall be made within thirty (30) days after SPONSOR has submitted, to the COUNTY, a complete and written approved statement of expenditures. In the event the United States Department of Housing and Urban Development ("HUD") determines the purpose or any of the expenditures above described are ineligible for funding by the COUNTY, the SPONSOR shall reimburse the COUNTY the amount of the cost so disallowed.

9. RECORDS AND INSPECTIONS.
a. SPONSOR shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR

1 Part 200) and 24 CFR Section 570.502(a), as they relate to the acceptance and use of federal funds
2 under this Agreement. Said records shall be retained for a period of four (4) years from the date that
3 the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as
4 complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions
5 to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include the following:

6 i. if any litigation, claim, or audit is started prior to the expiration of the
7 four (4) year period;

8 ii. when the SPONSOR is notified in writing by the COUNTY, HUD, or
9 other Federal agency to extend the retention period;

10 iii. records for real property and equipment acquired with CDBG funds
11 must be retained for four (4) years after final disposition;

12 iv. when the records are transferred by the SPONSOR to the COUNTY,
13 HUD, or other Federal agency, the four (4) year period is not applicable.

14 b. SPONSOR shall maintain a separate account for CDBG Entitlement Funds
15 received as set forth in Exhibit A.

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

23 d. SPONSOR shall, during the normal business hours make available to
24 COUNTY and to HUD for examination and copying all of its records and other materials with
25 respect to matters covered by this Agreement.

26 e. SPONSOR shall not retain any program income as defined in 24 CFR 570.500.

27 f. SPONSOR shall submit to the COUNTY copies of all studies and reports
28 prepared for this project and the COUNTY shall have the right to the use and benefit of all such

1 studies and reports.

2 g. If this CDBG-funded activity meets a National Objective by serving limited
3 clientele as defined in 24 CFR 570.208(a)(2)(i), the SPONSOR shall ensure that at least fifty-one
4 percent (51%) of the persons benefiting from the CDBG funded activities are of low and moderate-
5 income and meet the program income guidelines as designated by HUD regulation. The SPONSOR
6 must provide the required direct benefit documentation in writing to the COUNTY.

7 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SPONSOR shall comply
8 with all applicable federal, state and local laws, regulations and ordinances. By executing this
9 Agreement, the SPONSOR hereby certifies that it will adhere to and comply with the following as
10 they may be applicable to a SPONSOR of funds granted pursuant to the Housing and Community
11 Development Act of 1974, as amended:

12 a. The Housing and Community Development Act of 1974, as amended, and the
13 regulations issued thereto;

14 b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
15 Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated
16 herein by this reference;

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

1 place, available to employees and applicants for employment, notices to be provided by the County
2 setting forth the provisions of this non-discrimination clause;

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

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

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

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

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

14 i. Executive Order 11988 relating to the evaluation of flood hazards and
15 Executive Order 11288 relating to the prevention, control and abatement of water pollution;

16 j. The flood insurance purchase requirements of Section 102(a) of the Flood
17 Disaster Protection Act of 1973 (Pub. L. 93-234);

18 k. The regulations, policies, guidelines and requirements of the Uniform
19 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
20 Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned
21 program;

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

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

25 n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the
26 Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

27 o. Uniform Administration Requirements pursuant to 24 CFR 570.502.

28 p. The SPONSOR shall carry out its activity pursuant to this Agreement in

1 compliance with all federal laws and regulations described in Subpart K of Title 24 of the Code of
2 Federal Regulations, except that:

3 (1) Pursuant to 24 CFR Section 570.604, the SPONSOR does not assume
4 the COUNTY'S environmental responsibilities under the National Environmental Policy Act of
5 1969 (NEPA); and

6 (2) The SPONSOR does not assume the COUNTY'S responsibility for
7 initiating the review process under the provisions of 24 CFR Part 52.

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

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

1 or reported violations to HUD.

2 s. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708)*: Where
3 applicable, all contracts awarded by SPONSOR in excess of \$2,000 for construction contracts and
4 in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall
5 include a provision for compliance with the Contract Work Hours and Safety Standards (40
6 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5).
7 Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every
8 mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the
9 standard workweek is permissible provided that the worker is compensated at a rate of not less than
10 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40
11 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be
12 required to work in surroundings or under working conditions which are unsanitary, hazardous or
13 dangerous. These requirements do not apply to the purchases of supplies or materials or articles
14 ordinarily available on the open market, or contracts for transportation or transmission of
15 intelligence.

16 t. *Rights to Inventions Made Under a Contract or Agreement*: Contracts or
17 agreements for the performance of experimental, developmental, or research work shall provide for
18 the rights of the Federal Government and the recipient in any resulting invention in accordance with
19 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business
20 Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing
21 regulations issued by HUD.

22 u. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
23 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
24 27.404-3, Federal Acquisition Regulations (FAR).

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

1 regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water*
2 *Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall be reported
3 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

4 w. *Anti-Lobbying Certification* (31 U.S.C.A. 1352): The language of the
5 certification set forth in this paragraph w. shall be required in all contracts or subcontracts entered
6 into in connection with this grant activity and all SPONSORS shall certify and disclose accordingly.
7 This certification is a material representation of fact upon which reliance was placed when this
8 transaction was made or entered into. Submission of this certification is a prerequisite for making
9 or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file
10 the required certification shall be subject to a civil penalty of not less than \$10,000 and no more
11 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 agency, a
15 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress
16 in connection with the awarding of any Federal contract, the making of any Federal grant, the
17 making of any Federal loan, the entering into of any cooperative agreement, and the extension,
18 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or
19 cooperative agreement;

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

26 SUBRECIPIENT shall require that the language of this certification be included in the
27 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts
28 under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and

1 disclose accordingly. This certification is a material representation of fact upon which reliance was
2 placed when this transaction was made or entered into.

3 x. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No
4 contract shall be made to parties listed on the General Services Administration's List of Parties
5 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549
6 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. This list contains the
7 names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared
8 ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards
9 that exceed the small purchase threshold shall provide the required certification regarding its
10 exclusion status and that of its principal employees.

11 y. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41
12 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a
13 prior condition of being awarded a grant, to certify that they will provide drug-free workplaces.
14 Each potential recipient must certify that it will comply with drug-free workplace requirements in
15 accordance with the Act and with HUD's rules at 2 CFR Part 2425.

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

28 aa. *Federal Employee Benefit Clause:* No member of or delegate to the Congress

1 of the United States, and no Resident Commissioner shall be admitted to any share or part of this
2 agreement or to any benefit to arise from the same.

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

7 **cc. *Procurement of Recovered Materials (2 CFR 200.323):*** A non-Federal entity
8 that is a state agency or agency of a political subdivision of a state and its contractors must comply
9 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
10 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
11 include procuring only items designated in guidelines of the Environmental Protection Agency
12 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
13 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
14 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
15 \$10,000; procuring solid waste management services in a manner that maximizes energy and
16 resource recovery; and establishing an affirmative procurement program for procurement of
17 recovered materials identified in the EPA guidelines.

18 **dd. *Political Activities:*** CDBG funds shall not be used to finance the use of facilities or equipment
19 for political purposes or to engage in other partisan political activities, such as candidate forums, voter
20 transportation, or voter registration subject to the exceptions listed in 24 CFR 570.207(a)(3).

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

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

15 11. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL. SPONSOR
16 certifies that the SPONSOR’s staff assigned to the CDBG-funded activities have received,
17 reviewed, and will follow the COUNTY’s Community Development Block Grant Policy Manual,
18 which is incorporated herein by this reference and made a part hereof.

19 12. COOPERATION WITH COMMUNITY DEVELOPMENT ACTIVITIES.
20 SPONSOR shall cooperate with COUNTY in undertaking essential community development and
21 housing assistance activities and shall assist COUNTY in carrying out its Strategic Plan of the Five
22 Year Consolidated Plan and other requirements of the Community Development Block Grant
23 Program.

24 13. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
25 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501(d), COUNTY
26 is designated as the lead agency for the project that is the subject matter of this Agreement.

27 14. HOLD HARMLESS AND INDEMNIFICATION. SPONSOR shall indemnify and
28 hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments,

1 their respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
2 agents and representatives (individually and collectively hereinafter referred to as "Indemnitees")
3 from any liability whatsoever, based or asserted upon any services of SPONSOR, its officers,
4 employees, subcontractors, agents, or representatives arising out of or in any way relating to this
5 Agreement, including but not limited to property damage, bodily injury, or death or any other
6 element of any kind or nature whatsoever arising from the performance of SPONSOR, its officers,
7 agents, employees, subcontractors, or representatives Indemnitors from this Agreement.
8 SPONSOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney
9 fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action
10 based upon such alleged acts or omissions.

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

16 SPONSOR'S obligation hereunder shall be satisfied when SPONSOR has provided to
17 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or
18 claim involved.

19 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
20 SPONSOR'S obligations to indemnify and hold harmless the COUNTY herein from third party
21 claims. The hold harmless and indemnification obligations set forth herein shall survive the
22 termination and expiration of this Agreement.

23 In the event there is conflict between this clause and California Civil Code Section 2782, this
24 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
25 SPONSOR from indemnifying the Indemnitees to the fullest extent allowed by law.

26 15. INSURANCE. Without limiting or diminishing the SPONSOR'S obligation to
27 indemnify or hold the COUNTY harmless, SPONSOR shall procure and maintain or cause to be
28 maintained, at its sole cost and expense, the following insurance coverage's during the term of this

1 Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of
2 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,
3 officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed
4 officials, agents, or representatives as Additional Insureds.

5 a. Workers' Compensation:

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

11 b. Commercial General Liability:

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

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

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

24 c. Vehicle Liability:

25 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement,
26 then SPONSOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used
27 in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance
28 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two

1 (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

2 d. General Insurance Provisions - All lines:

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

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

15 (iii). SPONSOR shall cause SPONSOR'S insurance carrier(s) to furnish the County
16 of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
17 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so
18 orally or in writing by the County Risk Manager, provide original Certified copies of policies
19 including all Endorsements and all attachments thereto, showing such insurance is in full force and
20 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the
21 insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
22 prior to any material modification, cancellation, expiration or reduction in coverage of such
23 insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage,
24 this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such
25 effective date, another properly executed original Certificate of Insurance and original copies of
26 endorsements or certified original policies, including all endorsements and attachments thereto
27 evidencing coverage's set forth herein and the insurance required herein is in full force and effect.
28 SPONSOR shall not commence operations until the COUNTY has been furnished original

1 Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified
2 original policies of insurance including all endorsements and any and all other attachments as
3 required in this Section. An individual authorized by the insurance carrier to do so on its behalf
4 shall sign the original endorsements for each policy and the Certificate of Insurance.

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

8 (v). If, during the term of this Agreement or any extension thereof, there is a
9 material change in the scope of services; or, there is a material change in the equipment to be used
10 in the performance of the scope of or, the term of this Agreement, including any extensions thereof,
11 exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required
12 under this Agreement and the monetary limits of liability for the insurance coverage's currently
13 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of
14 insurance carried by the SPONSOR has become inadequate.

15 (vi). SPONSOR shall pass down the insurance obligations contained herein to all
16 tiers of subcontractors working under this Agreement.

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

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

21 16. FEDERAL REQUIREMENTS. SPONSOR shall comply with the provisions of the Act
22 and any amendments thereto and the federal regulations and guidelines now or hereafter enacted
23 pursuant to the Act. More particularly, SPONSOR is to comply with those regulations found in the
24 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
25 Awards (2 CFR Part 200) and 24 CFR Part 570. SPONSOR is to abide by the provisions of the
26 COUNTY's CDBG policies.

27 17. PROGRAM INCOME. SPONSOR, who is a subrecipient as defined in 24 CFR Part
28 570.500(c), shall not retain any program income as defined in 24 CFR 570.500. Any and all program

1 income shall be retained by the COUNTY pursuant to 24 CFR 570.504.

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

14 19. NONDISCRIMINATION. SPONSOR shall abide by 24 CFR Sections 570.601 and
15 570.912 which require that no person in the United States shall on the ground of race, color, religion,
16 national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected
17 to discrimination under any program or activity funded in whole or in part with CDBG funds.

18 SPONSOR agrees to abide by and include in any subcontracts to perform work under
19 this Agreement, the following clause:

20 "During the performance of this Agreement SPONSOR and its subcontractors shall not
21 unlawfully discriminate against any employee or applicant for employment because of race,
22 religion, color, national origin, ancestry, physical disability, medical condition, sex, sexual
23 orientation, general identity marital status, veteran's status, age (over 40) or sex. SPONSOR
24 and subcontractors shall insure that the evaluation and treatment of their employees and
25 applicants for employment are free of such discrimination. SPONSOR and subcontractors
26 shall comply with the provisions of the Fair Employment and Housing Act (California
27 Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment
28 and Housing Commission implementing California Government Code Section 12990 et seq.,

1 set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are
2 incorporated into this Agreement by reference and made a part hereof as if set forth in full.
3 SPONSOR and its subcontractors shall give written notice of their obligations under this clause
4 to labor organizations with which they have a collective bargaining or other agreement."

5 19. PROHIBITION AGAINST CONFLICTS OF INTEREST.

6 a. SPONSOR and its assigns, employees, agents, consultants, officers and elected
7 and appointed officials shall become familiar with and shall comply with the Uniform
8 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
9 Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

10 b. The Sponsor shall maintain a written code or standards of conduct that shall
11 govern the performance of its officers, employees or agents engaged in the award and administration
12 of contracts supported by Federal funds.

13 c. No employee, officer or agent of the Sponsor shall participate in the selection,
14 or in the award, or administration of, a contract supported by Federal funds if a conflict of interest,
15 real or apparent, would be involved.

16 d. No covered persons who exercise or have exercised any functions or
17 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a
18 decision-making process or gain inside information with regard to such activities, may obtain a
19 financial interest in any contract, or have a financial interest in any contract, subcontract, or
20 agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the
21 CDBG-assisted activity, either for themselves or those with whom they have business or immediate
22 family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this
23 paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer,
24 or elected or appointed official of the Grantee, the Sponsor, or any designated public agency.

25 e. SPONSOR understands and agrees that no waiver or exception can be granted
26 to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24
27 CFR 570.611(d). Any request by SPONSOR for an exception shall first be reviewed by COUNTY
28 to determine whether such request is appropriate for submission to HUD. In determining whether

1 such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24
2 CFR 570.611(d)(2).

3 f. Prior to any funding under this Agreement, SPONSOR shall provide COUNTY
4 with a list of all employees, agents, consultants, officers and elected and appointed officials who are
5 in a position to participate in a decision-making process, exercise any functions or responsibilities,
6 or gain inside information with respect to the CDBG activities funded under this Agreement.
7 SPONSOR shall also promptly disclose to COUNTY any potential conflict, including even the
8 appearance of conflict, that may arise with respect to the CDBG activities funded under this
9 Agreement.

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

12 20. RELIGIOUS ACTIVITIES. SPONSOR shall adhere to the regulations set forth in
13 Exhibit "R", attached hereto and incorporated herein by this reference.

14 21. TERMINATION.

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

17 b. COUNTY. Notwithstanding the provisions of Section 22a above, COUNTY
18 may suspend or terminate this Agreement upon written notice to SPONSOR of the action being
19 taken and the reason for such actions including but not limited to the following reasons:

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

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

24 or

25 (3) In the event the funding from the Department of Housing and Urban
26 Development referred to in Section 1 above is terminated or otherwise becomes unavailable.

27 c. This Agreement may be terminated and/or funding suspended, in whole or in
28 part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and

1 Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on the
2 failure of the SPONSOR to materially comply with either the terms or conditions of this Agreement.
3 Upon suspension of funding, the SPONSOR agrees not to incur any costs related thereto, or
4 connected with, any area of conflict from which the COUNTY has determined that suspension of
5 funds is necessary. SPONSOR acknowledges that failure to comply with Federal statutes,
6 regulations, or the terms and conditions of this Agreement may be considered by the COUNTY in
7 evaluating future CDBG and non-CDBG funding applications submitted by SPONSOR.

8 d. Reversion of Assets

9 1. Upon expiration of this Agreement, the SPONSOR shall transfer to the
10 COUNTY any CDBG funds, including but not limited to the CDBG Entitlement funds on hand at
11 the time of expiration of the Agreement as well as any accounts receivable held by SPONSOR which
12 are attributable to the use of CDBG funds awarded pursuant to this Agreement.

13 2. Any real property under the SPONSOR'S control that was acquired or
14 improved in whole or in part with CDBG funds (including CDBG funds provided to the SPONSOR
15 in the form of a loan) in excess of \$25,000 is either:

16 (i) Used to meet one of the National Objectives in 24 CFR Section
17 570.208 until five years after expiration of this agreement, or for such longer period of time as
18 determined to be appropriate by the COUNTY; or

19 (ii) Not used in accordance with Clause (i) above, in which event
20 the SPONSOR shall pay to the COUNTY an amount equal to the current market value of the
21 property less any portion of the value attributable to expenditures of non-CDBG funds for the
22 acquisition of, or improvement to, the property.

23 22. PUBLICITY. Any publicity generated by SPONSOR for the project funded pursuant
24 to this Agreement, during the term of this Agreement, will make reference to the contribution of the
25 County of Riverside Community Development Block Grant Program in making the project possible.

26 23. PROGRAM MONITORING AND EVALUATION. SPONSOR shall be monitored
27 and evaluated in terms of its effectiveness and timely compliance with the provisions of this
28 Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth

1 in Exhibit A, attached hereto. SPONSOR shall be monitored and evaluated in terms of its
2 effectiveness and timely compliance with the provisions of this Agreement and the effective and
3 efficient achievement of the Program Objectives. Quarterly reports shall be due on the fifteenth (15th)
4 day of the month immediately following the end of the quarter being reported. The quarterly written
5 reports shall include, but shall not be limited to the following data elements:

6 a. Title of program, listing of components, description of activities/operations.

7 b. The projected goals, indicated numerically, and also the goals achieved (for
8 each report period). In addition, identify by percentage and description, the progress achieved
9 towards meeting the specified goals; additionally, identify any problems encountered in meeting
10 goals.

11 c. If CDBG funded Activity meets National Objective under 24 CFR 570.208
12 (a)(2)(i)(B), SPONSOR shall report the following:

13 1) Total number of direct beneficiaries (clientele served) with household
14 income:

- 15 • Above 80% MHI
- 16 • Between 50% and 80% MHI (Low-Income)
- 17 • Between 30% and 50% MHI (Very Low-Income)
- 18 • Below 30% MHI (Extremely Low-Income)

19 2) Total number and percentage of all clients at, or below, 80% MHI

20 3) Racial ethnicity of clientele

21 4) Number of Female-Headed Households

22 d. SPONSOR shall report beneficiary statistics monthly, or as otherwise required,
23 to COUNTY on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying
24 income, family size, and racial ethnicity) as required by HUD. In the event that HUD or COUNTY
25 implement changes to the reporting requirements, SPONSOR will be provided with updated forms
26 and instructions necessary to comply with the reporting requirements of HUD's Outcome
27 Performance Measurement System.
28

1 24. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). SPONSOR shall
2 obtain COUNTY's written approval, through its Department of Housing and Workforce Solutions,
3 of the project plans, specifications, and construction documents prior to SPONSOR's construction
4 of same for all projects consisting of CDBG-funded construction activities . The County neither
5 undertakes nor assumes nor will have any responsibility or duty to Sponsor or to any third party to
6 review, inspect, supervise, pass judgment upon or inform Sponsor or any third party of any matter
7 in connection with the development or construction of the improvements, whether regarding the
8 quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to
9 the property, any person furnishing the same, or otherwise. Sponsor and all third parties shall rely
10 upon its or their own judgment regarding such matters, and any review, inspection, supervision,
11 exercise of judgment or information supplied to Sponsor or to any third party by the County in
12 connection with such matter is for the public purpose of assisting with a community development
13 and housing activity pursuant to the Act, and neither Sponsor (except for the purposes set forth in
14 this Agreement) nor any third party is entitled to rely thereon. The County shall not be responsible
15 for any of the work of construction, improvement, or development of the property.

16 It is the responsibility of Sponsor, without cost to County, to ensure that all applicable local
17 jurisdiction land use requirements will permit development of the property and construction of the
18 improvements and the use, operation, and maintenance of such Improvements in accordance with
19 the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to
20 any local jurisdiction or County permit or other local jurisdiction or County approval necessary for
21 the development of the Property, or waive any applicable local jurisdiction or County requirements
22 relating thereto. This Agreement does not (a) grant any land use entitlement to Sponsor, (b)
23 supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in
24 connection with approval of the development described herein, (c) guarantee to Sponsor or any other
25 party any profits from the development of the Property, or (d) amend any local jurisdiction or County
26 laws, codes or rules.

27 Sponsor agrees and acknowledges that it is the responsibility of Sponsor to obtain a legal
28 determination at Sponsor's sole cost and expense, as to whether prevailing wages must be paid

1 during construction of the Project. If the Project is subject to prevailing wages, then Sponsor shall
2 be solely responsible to pay its contractors and subcontractors the required prevailing wage rate.
3 Sponsor agrees to indemnify, defend, and hold County harmless from and against any liability
4 arising out of and related to Sponsor's failure to comply with any and all Davis Bacon and or
5 prevailing wage requirements.

6 25. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). SPONSOR shall
7 obtain COUNTY's written approval and authorization to proceed, through its Department of
8 Housing and Workforce Solutions, of all CDBG-funded real property acquisition activities.

9 26. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH
10 CDBG FUNDS. When CDBG funds are used, in whole or in part, by SPONSOR to acquire real
11 property or to construct a public facility, SPONSOR will comply with the Uniform Administrative
12 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section
13 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California
14 Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation
15 Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. A. §4630, et
16 seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

17 a. Title to the real property shall vest in SPONSOR;

18 b. The real property will be held by SPONSOR, or the constructed facility will be
19 maintained by the SPONSOR, for a minimum period of five (5) years from the date the CDBG-
20 funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive
21 Annual Performance and Evaluation Report (CAPER);

22 c. While held by SPONSOR, the real property or the constructed facility is to be
23 used exclusively for the purposes for which acquisition or construction was originally approved by
24 COUNTY;

25 d. Written approval from COUNTY must be secured if the property or the facility
26 is to be put to an alternate use that is consistent with the COUNTY'S Five Year Consolidated Plan
27 or the applicable federal regulations governing CDBG funds;

28 e. Should SPONSOR desire to use the real property or the constructed facility,

1 prior to the completion of the mandatory five-year period, for a purpose not consistent with
2 applicable federal regulations governing CDBG funds or to sell the real property or facility, then:

3 (1) If SPONSOR desires to retain title, SPONSOR will reimburse
4 COUNTY the amount that represents the percentage of current fair market value that is identical to
5 the percentage that CDBG funds initially comprised of monies paid to acquire the property or
6 construct the facility; or

7 (2) If SPONSOR sells the property or facility or is required to sell the
8 property or facility, SPONSOR shall reimburse COUNTY the amount that represents the percentage
9 of proceeds realized by the sale that is identical to the percentage that CDBG funds initially
10 comprised of monies paid to acquire the property or construct the facility. This percentage amount
11 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

18 28. SEVERABILITY. Each section, paragraph and provision of this Agreement is
19 severable from each other provision, and if any provision or part thereof is declared invalid, the
20 remaining provisions shall nevertheless remain in full force and effect.

21 29. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. SPONSOR
22 agrees to, and will require any lessee or assignee to notify Riverside County Workforce
23 Development Center of any and all job openings that are caused by this project.

24 30. MINISTERIAL ACTS. The COUNTY's Director of the Department of Housing and
25 Workforce Solutions, or designee(s), are authorized to take such ministerial actions as may be
26 necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it
27 may be amended from time to time by COUNTY.

28 31. PROJECT ELIGIBILITY. As to SPONSOR or its claimants, COUNTY shall bear no

1 liability for any later determination by the United States Government, the Department of Housing
2 and Urban Development, or any other person or entity, that SPONSOR is or is not eligible under 24
3 CFR Part 570 to receive CDBG funds.

4 32. SOURCE OF FUNDING. SPONSOR acknowledges that the source of funding
5 pursuant to this Agreement is a Community Development Block Grant (CFDA 14.218), and the
6 Grant Award Number is B-24-UC-06-0506.

7 33. ASSIGNMENT. The SPONSOR will not make any assignment or transfer in any
8 other form with respect to this Agreement, without prior written approval of the COUNTY.

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

16 35. WAIVER. Failure by a party to insist upon the strict performance of any of the
17 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
18 the default of the other party, shall not constitute a waiver of such party's right to insist and demand
19 strict compliance by the other party with the terms of this Agreement thereafter.

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

25 37. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
26 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
27 have the authority to execute this Agreement and warrant and represent that they have the authority
28 to bind the respective parties to this Agreement to the performance of its obligations hereunder.

1 38. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign
2 the Agreement. If the parties sign the Agreement on more than one date, then the last date the
3 Agreement is signed by a party shall be the effective date.

4 39. COUNTERPARTS. This Agreement may be signed by the different parties hereto
5 in counterparts, each of which shall be an original but all of which together shall constitute one and
6 the same agreement.

7 40. FORCE MAJEURE.

8 a. Performance by either party hereunder shall not be deemed to be in default where
9 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
10 casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions,
11 freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually
12 severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-
13 contractor or supplier, acts of the other party, acts or failure to act of a public or governmental
14 agency or entity, or any causes beyond the control or without the fault of the party claiming an
15 extension of time to perform.

16 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the
17 period of the enforced delay and shall commence to run from the time of the commencement of the
18 cause, if notice by the party claiming such extension is sent to the other party within thirty (30)
19 calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing,
20 none of the foregoing events shall constitute a Force Majeure Delay unless and until the party
21 claiming such delay and interference delivers to the other party written notice describing the event,
22 its cause, when and how such party obtained knowledge, the date the event commenced, and the
23 estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such
24 written notice within thirty (30) calendar days after it obtains knowledge of the event.

25 41. BINDING ON SUCCESSORS. SPONSOR, its heirs, assigns and successors in
26 interest, shall be bound by all the provisions contained in this Agreement, and all of the parties
27 thereto shall be jointly and severally liable hereunder.
28

1 42. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
2 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
3 SPONSOR, respectively.

4 43. DIGITAL AND ELECTRONIC SIGNATURES. The parties agree to the use of electronic
5 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic
6 Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that
7 the electronic signatures of the parties included in this Agreement are intended to authenticate this
8 writing and to have the same force and effect as manual signatures. Electronic signature means an
9 electronic sound, symbol, or process attached to or logically associated with an electronic record and
10 executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as
11 amended from time to time. Digital signature means an electronic identifier, created by computer,
12 intended by the party using it to have the same force and effect as the use of a manual signature, and
13 shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type
14 of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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18
19
20 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth
21 below.

22
23 COUNTY OF RIVERSIDE,
24 a political subdivision of the
25 State of California

 «SPONSOR»,
 a California nonprofit public benefit corporation

26 BY: FORM COPY DO NOT SIGN
 Juan Garcia,
27 Deputy Director

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

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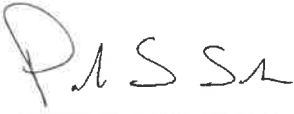
Date: _____

Date: _____

APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: 

Paula S. Salcido, ,
Deputy County Counsel

EXHIBIT "R"

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," and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled "Establishment of a White House Faith and Opportunity Initiative," 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 toward religion meaning that it is available to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

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 any HUD program or activity, considering any permissible accommodations, particularly under the Religious Freedom Restoration Act. 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, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

- (1) Because of conduct that would not be considered grounds to disfavor a secular organization;
- (2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA (42 U.S.C. 2000bb through 2000bb-4) or the Religion Clauses of the First Amendment to the Constitution; or
- (3) Because of the actual or suspected religious motivation of the organization's religious exercise.
- (4) 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 organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of 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 concealing, altering, or 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 and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), 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. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(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) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services with such assistance 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, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration Act, and other applicable requirements governing the conduct of HUD-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering financial assistance from HUD shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(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 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.

(l) Tax exempt organizations.

In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

- (1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a State or other governmental taxing body or the State secretary of State certifying that -
 - (i) The organization is a nonprofit organization operating within the State; and
 - (ii) No part of its net earnings may benefit any private shareholder or individual;
- (3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant;
- (4) Any item described in paragraphs (1)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
- (5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (1)(1) through (4) of this section.

(m) Rule of construction.

Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based

organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016; 85 FR 82315, Dec 17, 2020]

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.

EXHIBIT "S"

Economic Opportunities for Low- and Very Low-Income Persons CONTRACT REQUIREMENTS

24 CFR Part 75

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75. 5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in §75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single

nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours

from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

**SUPPLEMENTAL AGREEMENT FOR THE USE OF
2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Supplemental Agreement (“Agreement”) is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the «CITY», <insert legal entity for CITY>, herein called "CITY." COUNTY and CITY are collectively referred to as “Parties” and individually as “Party.”

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated _____, 2024 (“Cooperation Agreement”), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds (“CDBG”), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated _____, 2024, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY has been allocated «Total_Granted_Funding» in CDBG Entitlement funds for the 2024-2025 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$XXX,XXX CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, B, and C, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the “Projects”):

«Project_Number» «Project_Name», «Total_Granted_Funding».

«Next Record»«Project_Number» «Project_Name» «Total_Granted_Funding»

CITY has allocated the remaining \$XX,XXX from its 2024-2025 CDBG allocation to certain activities identified below, hereinafter referred to as “County-wide Activities,” that will be directly administered by COUNTY:

«Project_Number» «Project_Name», «Total_Granted_Funding».

1 «Next Record»«Project_Number» «Project_Name» «Total_Granted_Funding»

2 3. TERM OF AGREEMENT. The term of this Agreement for the implementation of the
3 Project(s) shall be for a period of one (1) year from July 1, 2024, to termination on June 30, 2025.

4 4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule
5 set forth in Exhibit(s) A, B, and C, attached hereto and incorporated herein.

6 5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by the
7 time set forth in the applicable completion schedule(s) due to a force majeure event (See Section 40
8 below), the COUNTY may consider extending the schedule for the completion of the project(s). Times
9 of performance for other activities may also be extended in writing by COUNTY. If substantial progress
10 toward completion in conformance with the completion schedule, as determined by COUNTY in its
11 discretion, of the project(s) not made during the term of this Supplemental Agreement, COUNTY may
12 suspend or terminate this Supplemental Agreement pursuant to the termination procedures set forth in
13 the section titled "Termination," and the entitlement funds associated with the Project(s) may be
14 reprogrammed by the COUNTY after appropriate notice is provided to the City.

15 6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-
16 funded Projects or activities covered under the terms of this Supplemental Agreement as set forth in
17 Exhibit(s) A, B, C, attached hereto, prior to receiving written authorization from COUNTY to proceed.

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

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<u>COUNTY</u>	<u>CITY</u>
<u>Heidi Marshall, Director</u>	<u>«ContactFirstName» «ContactLastName»</u>
<u>Riverside County HWS</u>	<u>«Sponsor»</u>
<u>P.O. Box 1528</u>	<u>«Address»</u>
<u>Riverside, CA 92502</u>	<u>«City», «State» «Zip»</u>

8. DISBURSEMENT OF FUNDS.

A. COUNTY's Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this Supplemental Agreement. COUNTY, through its Department of Housing, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A, B, and C. It is the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) ADD EXHIBITS, and to ensure compliance with applicable federal regulations and the terms of this Supplemental Agreement.

B. CITY shall comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2025, exceeds one hundred and seventy-five percent (175%) of the CITY's 2024-2025 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2025, to exceed the CDBG fund balance requirement.

C. CITY shall comply with timely drawdown of CDBG funds by submitting monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days after the COUNTY has received the CITY's reimbursement request including documentation supporting expenditures.

D. All authorized obligations incurred in the performance of the Supplemental Agreement for projects eligible under the following CDBG regulations must be reported in writing to

1 COUNTY no later than June 1, 2025:

- 2 1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
- 3 2. Clearance Activities [24 CFR 570.201 (d)]
- 4 3. Interim Assistance [24 CFR 570.201 (f)]
- 5 4. Code Enforcement [24 CFR 570.202 (c)]

6 All public service activities [24 CFR 570.201 (e)] and other eligible activities under this
7 Supplemental Agreement must be implemented, completed, and obligations reported in writing to the
8 COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits to this
9 Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

10 9. RECORDS AND INSPECTIONS.

11 A. CITY shall establish and maintain financial, programmatic, statistical, and other
12 supporting records of its operations and financial activities in accordance with the Uniform
13 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part
14 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds under
15 this Agreement. Said records shall be retained for a period of four (4) years from the date that the activity
16 or program funded with the CDBG Grant is closed out by the COUNTY and reported as complete in the
17 Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year
18 retention period requirement, pursuant to 2 CFR 200.333 include, but not limited to, the following:

- 19 i. if any litigation, claim, or audit is started prior to the expiration of the four
20 (4) year period;
- 21 ii. when the CITY is notified in writing by the COUNTY, HUD, or other
22 Federal agency to extend the retention period;
- 23 iii. records for real property and equipment acquired with CDBG funds must
24 be retained for four (4) years after final disposition;
- 25 iv. when the records are transferred by the CITY to the COUNTY, HUD, or
26 other Federal agency, the four (4) year period is not applicable.

27 B. CITY shall obtain an external audit in accordance with the Uniform
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR

1 Section 200.500). Audits shall usually be performed annually but not less frequently than every two
2 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in Federal
3 awards are exempt from Federal audit requirements, but records must be available for review by
4 appropriate officials of the Federal grantor agency or subgranting entity. The audit report shall be
5 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

6 C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement funds
7 received as set forth in Exhibit(s) ADD EXHIBITS attached hereto.

8 D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours, make
9 available to COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other
10 authorized representative, for the examination and copying, all of its records and other materials with
11 respect to matters covered by this Agreement and provide reasonable access to CITY staff for the purpose
12 of interview and discussion related to the records and documents.

13 E. CITY shall not retain any program income as defined in 24 CFR 570.500. Said
14 program income shall be used only for the activities that are the subject of this Agreement. Further, all
15 provisions of this Agreement shall apply to such activities.

16 F. The CITY shall ensure that at least fifty-one percent (51%) of the persons
17 benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24 CFR
18 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income guidelines.
19 The CITY shall provide the required income certification and direct benefit documentation, in writing,
20 to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) ADD
21 EXHIBITS, attached hereto. In the event that CITY engages the services of a sub-contractor to
22 implement CDBG-funded activities, the CITY must collect, in writing, all required income certification
23 and direct benefit documentation from subcontractors prior to submittal to the COUNTY pursuant to the
24 reporting requirement of each activity as set forth in Exhibit(s) ADD EXHIBITS, attached hereto.

25 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal, state, and
26 local laws, regulations, and ordinances and any amendments thereto and the federal regulations and
27 guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY is to comply with those
28 regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit

1 Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570. CITY is to abide by the
2 provisions of the Community Development Block Grant Manual, prepared by COUNTY and cited in the
3 above-mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the
4 Housing & Urban Development Act of 1968 (12 U.S.C.A. Section 1701u), as amended, a copy of which
5 is attached hereto as Exhibit "S", and incorporated herein by this reference. CITY shall adhere to the
6 regulations as set forth in Exhibit "R", attached hereto and incorporated herein by this reference,
7 pertaining to inherently religious activities. CITY shall comply with the Additional Federal
8 Requirements, if applicable, attached hereto as Exhibit "AFR", and incorporated herein by this reference.

9 11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with
10 COUNTY in undertaking essential community development and housing assistance activities,
11 specifically urban renewal and public assistance housing, and shall assist COUNTY in implementing
12 and undertaking the goals and strategies identified in the 2024-2029 Five Year Consolidated Plan,
13 pursuant to 24 CFR Part 91 and other requirements of the Community Development Block Grant
14 Program.

15 12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
16 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the CITY
17 is designated as the lead agency for the projects that are the subject matter of this Supplemental
18 Agreement.

19 13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the provisions of
20 Section 895.2 of the California Government Code imposing certain tort liability jointly upon public
21 entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the
22 Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code,
23 agree that each Party shall be liable for any damages including, but not limited to, claims, demands,
24 losses, liabilities, costs and expenses including reasonable attorneys' fees, resulting from the negligent
25 or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and
26 each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands,
27 damages, losses or liabilities for their negligence.

28 The hold harmless and indemnification obligations set forth herein shall survive the termination

1 and expiration of this Agreement. In the event there is conflict between this clause and California Civil
2 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
3 shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

4 14. INSURANCE. Without limiting or diminishing the CITY's obligation to indemnify or
5 hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost
6 and expense, the following insurance coverage's during the term of this Agreement. As respects to the
7 insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,
8 Special Districts, and Departments, their respective directors, officers, Board of COUNTY OF
9 RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as
10 Additional Insureds

11 a. Workers' Compensation:

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

17 b. Commercial General Liability:

18 Commercial General Liability insurance coverage, including but not limited to, premises
19 liability, contractual liability, products and completed operations liability, personal and
20 advertising injury, and cross liability coverage, covering claims which may arise from or out of
21 CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as
22 Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence
23 combined single limit. If such insurance contains a general aggregate limit, it shall apply
24 separately to this agreement or be no less than two (2) times the occurrence limit.b.1

25 Sexual Abuse or Molestation (SAM) Liability:

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

1 per occurrence or claim.

2 c. Vehicle Liability:

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

8 d. General Insurance Provisions - All lines:

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

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

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

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

15 (v). If, during the term of this Agreement or any extension thereof, there is a
16 material change in the scope of services; or, there is a material change in the equipment to be used in the
17 performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds
18 five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this
19 Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if;
20 in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY
21 has become inadequate.

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

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

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

28 15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this

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

12 16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and 570.602
13 of Title 24 of the Code of Federal Regulations which requires that no person in the United States shall
14 on the grounds of race, color, national origin, sex, sexual orientation, gender identity, or veterans status
15 be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any
16 program or activity funded in whole or in part with Community Development funds.

17 CITY shall abide by and include in any subcontracts to perform work under this Supplemental
18 Agreement, the following clause:

19 "During the performance of this Supplemental Agreement, CITY and its subcontractors shall not
20 unlawfully discriminate against any employee or applicant for employment because of race,
21 religion, color, national origin, ancestry, physical disability, medical condition, marital status,
22 veterans status, sexual orientation, gender identity, age (over 40) or sex. CITY and
23 subcontractors shall insure that the evaluation and treatment of their employees and applicants
24 for employment are free of such discrimination. CITY and subcontractors shall comply with the
25 provisions of the Fair Employment and Housing Act (California Government Code Section
26 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission
27 are implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of
28 Division 4.1 of Title 2 of the California Administrative Code are incorporated into this
Agreement by reference and made a part hereof as if set forth in full. CITY and its subcontractors

1 shall give written notice of their obligations under this clause to labor organizations with which
2 they have a collective bargaining or other agreement."

3 17. PROHIBITION AGAINST CONFLICTS OF INTEREST

4 A. CITY and its assigns, employees, agents, consultants, officers and elected and
5 appointed officials shall become familiar with and shall comply with the Uniform Administrative
6 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the
7 CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

8 B. The Subrecipient shall maintain a written code or standards of conduct that shall
9 govern the performance of its officers, employees or agents engaged in the award and administration of
10 contracts supported by Federal funds.

11 C. No employee, officer or agent of the Subrecipient shall participate in the
12 selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of
13 interest, real or apparent, would be involved.

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

23 E. CITY understands and agrees that no waiver of exception can be granted to the
24 prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR
25 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine
26 whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute
27 discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will
28 consider the factors listed in 24 CFR 570.611(d)(2).

F. Prior to the distribution of any CDBG funding under this Supplemental

1 Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants,
2 officers and elected and appointed officials who are in a position to participate in a decision making
3 process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG
4 activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential
5 conflict, including even the appearance of conflict that may arise with respect to the CDBG activities
6 funded under this Supplemental Agreement.

7 G. Any violation of this Section 17 shall be deemed a material breach of this
8 Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the
9 COUNTY.

10 18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

11 a. No federally-appropriated funds have been paid or will be paid, by or on behalf
12 of the CITY, to any person for influencing or attempting to influence an officer or employee of any
13 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of
14 Congress in connection with the awarding of any federal contract, the making of any federal grant, the
15 making of any federal loan, the entering into of any cooperative agreement, and the extension,
16 continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative
17 agreement.

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

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

28 19. TERMINATION.

A. CITY. CITY may not terminate this Agreement except upon express written

1 consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

2 B. COUNTY. Notwithstanding the provisions of Paragraph 19a above, COUNTY
3 may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to CITY of
4 action being taken and the reason for such action including, but not limited to, the following reasons:

5 (1) In the event CITY fails to perform the covenants herein contained at such
6 times and in such manner as provided in this Supplemental Agreement; and

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

10 (3) In the event the funding from the Department of Housing and Urban
11 Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.

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

21 D. Upon suspension or termination of this Supplemental Agreement, CITY shall
22 return any unencumbered funds which it has been provided by COUNTY. In accepting said funds,
23 COUNTY does not waive any claim or cause of action it may have against CITY for breach of this
24 Supplemental Agreement.

25 E. Reversion of Assets

26 1. Upon expiration or termination of this Supplemental Agreement, the
27 CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the
28 Supplemental Agreement as well as any accounts receivable held by CITY which are attributable to the
use of CDBG funds awarded pursuant to this Supplemental Agreement.

1 2. Any real property under the CITY’S control that was acquired or improved
2 in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a
3 loan) in excess of \$25,000 is either:

4 (i) Used to meet one of the National Objectives pursuant to 24 CFR
5 570.208 until five years after expiration of this agreement, or for such longer period of time as determined
6 to be appropriate by the COUNTY; or

7 (ii) Not used in accordance with Clause (i) above, in which event the
8 CITY shall pay the COUNTY an amount equal to the current market value of the property less any
9 portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or
10 improvement to, the property.

11 20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to this
12 Supplemental Agreement will make reference to the contribution of the COUNTY, the Department of
13 Housing, and Workforce Solutions, and the Community Development Block Grant Program in making
14 the project possible.

15 21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors shall
16 be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of
17 this Supplemental Agreement and the effective and efficient achievement of the CDBG National
18 Objectives as set forth in Exhibit(s)ADD EXHIBITS, attached hereto. Quarterly reports shall be due on
19 the last day of the month immediately following the end of the quarter being reported. The quarterly
20 written reports shall include, but shall not be limited to, the following data elements:

21 A. Title of program, listing of components, description of activities/operations.

22 B. The projected goals, indicated numerically, and also the goals achieved (for each
23 report period). In addition, identify by percentage and description, the progress achieved towards
24 meeting the specified goals and identify any problems encountered in meeting goals.

25 C. If the CDBG-funded activity meets a National Objective under 24 CFR 570.208
26 (a)(2)(i), CITY will report the following:

27 1) Total number of direct beneficiaries (clientele served) with household
28 incomes at:

- Above 80% MHI

- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Less than 30% MHI (Extremely Low-Income)

2) Total number and percent (%) of the clientele served that have household incomes at or below 80% MHI

- 3) Racial ethnicity of clientele
- 4) Number of Female-Headed Households

D. CITY shall report, in writing, and cause its subcontractors to report, in writing, beneficiary statistics monthly to Housing and Workforce Solutions (HWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by HWS should HUD implement changes during the term of this Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data required by HUD pertaining to the Specific Outcome Indicators as identified in HUD’s Community Planning and Development (CPD) Outcome Performance Measurement System.

22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval from HWS prior to implementing the following “high risk” activities funded with CDBG assistance:

- A. Construction of public facilities (project plans and specifications);
- B. Acquisition of real property;
- C. Historic Preservation;
- D. Relocation; and
- F. Economic Development

23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain COUNTY's written approval, through its HWS, of the project plans, specifications, and construction documents prior to CITY’S construction of same for all projects consisting of CDBG-funded construction activities . The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service,

1 equipment or material furnished to the property, any person furnishing the same, or otherwise. CITY
2 and all third parties shall rely upon its or their own judgment regarding such matters, and any review,
3 inspection, supervision, exercise of judgment or information supplied to CITY or to any third party by
4 the COUNTY in connection with such matter is for the public purpose of assisting with a community
5 development and housing activity pursuant to the Act, and neither CITY (except for the purposes set
6 forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be
7 responsible for any of the work of construction, improvement, or development of the property.

8 It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable local
9 jurisdiction land use requirements will permit development of the property and construction of the
10 improvements and the use, operation, and maintenance of such Improvements in accordance with the
11 provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to any
12 local jurisdiction or County permit or other local jurisdiction or County approval necessary for the
13 development of the Property, or waive any applicable local jurisdiction or County requirements
14 relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede,
15 nullify, or amend any condition which may be imposed by the local jurisdiction in connection with
16 approval of the development described herein, (c) guarantee to CITY or any other party any profits
17 from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or
18 rules.

19
20 City agrees and acknowledges that it is the responsibility of City to obtain a legal determination
21 at City's sole cost and expense, as to whether prevailing wages must be paid during construction of the
22 Project. If the Project is subject to prevailing wages, then City shall be solely responsible to pay its
23 contractors and subcontractors the required prevailing wage rate. City agrees to indemnify, defend,
24 and hold County harmless from and against any liability arising out of and related to City's failure to
25 comply with any and all Davis Bacon and or prevailing wage requirements.

26
27 24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain
28 COUNTY's written approval and authorization to proceed, through HWS, of all CDBG-funded real

1 property acquisition activities.

2 25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH
3 CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or
4 to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost
5 Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National
6 Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality
7 Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property
8 Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4630, et seq.); and the COUNTY's Five
9 Year Consolidated Plan. In addition, the following is to occur:

10 a. Title to the real property shall vest in CITY;

11 b. The real property will be held by CITY, or the constructed facility will be
12 maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded
13 activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual
14 Performance and Evaluation Report (CAPER);

15 c. While held by CITY, the real property or the constructed facility is to be used
16 exclusively for the purposes for which acquisition or construction was originally approved by
17 COUNTY;

18 d. Written approval from COUNTY must be secured if the property or the facility is
19 to be put to an alternate use that is consistent with the COUNTY'S Five-Year Consolidated Plan or the
20 applicable federal regulations governing CDBG funds;

21 e. Should CITY desire to use the real property or the constructed facility, prior to
22 the completion of the mandatory five-year period, for a purpose not consistent with applicable federal
23 regulations governing CDBG funds or to sell the real property or facility, then:

24 (1) If CITY desires to retain title, CITY will reimburse COUNTY the amount
25 that represents the percentage of current fair market value that is identical to the percentage that CDBG
26 funds initially comprised of monies paid to acquire the property or construct the facility; or

27 (2) If CITY sells the property or facility or is required to sell the property or
28

1 facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds
2 realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies
3 paid to acquire the property or construct the facility. This percentage amount will be calculated after
4 deducting all actual and reasonable cost of sale from the sale proceeds.

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

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

14 28. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY agrees to
15 notify in writing, and to cause any subcontractor implementing CDBG-funded Projects to notify, in
16 writing, the Riverside County Workforce Development Center of any and all job openings that are caused
17 by the CDBG-funded Projects under this Supplemental Agreement.

18 29. MINISTERIAL ACTS. The Director of Housing and Workforce Solutions or designee(s)
19 are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms,
20 provisions, and conditions of this Supplemental Agreement as it may be amended from time-to-time by
21 COUNTY.

22 30. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no liability
23 for any later determination by the United States Government, the U.S. Department of Housing and Urban
24 Development, or any other person or entity that CITY is or is not eligible under 24 CFR Part 570 to
25 receive CDBG entitlement funds from the COUNTY.

26 31. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to this
27 Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant
28 Award Number is B-24-UC-06-0506.

1 32. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form with
2 respect to this Supplemental Agreement, without prior written approval of the COUNTY.

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

10 34. WAIVER. Failure by a party to insist upon the strict performance of any of the
11 provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise its
12 rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and
13 demand strict compliance by the other party with the terms of this Supplemental Agreement thereafter.

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

19 36. USE OF PROPERTY. Whenever federal CDBG funds or program income are used, in
20 whole or in part, for the purchase of equipment or personal property, the property shall not be transferred
21 from its originally funded use, by CITY or the CITY'S subcontractor implementing the CDBG-funded
22 activity, for a period of five (5) years from the close-out date of the grant from which CDBG assistance
23 was provided. The CITY shall maintain a current inventory for COUNTY monitoring and review.

24 37. AUTHORITY TO EXECUTE. The persons executing this Supplemental Agreement or
25 exhibits attached hereto on behalf of the parties to this Supplemental Agreement hereby warrant and
26 represent that they have the authority to execute this Supplemental Agreement and warrant and represent
27 that they have the authority to bind the respective parties to this Supplemental Agreement to the
28 performance of its obligations hereunder.

 38. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the date the

1 parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on more than
2 one date, then the last date the Supplemental Agreement is signed by a party shall be the effective date.

3 39. COUNTERPARTS. This Supplemental Agreement may be signed by the different
4 parties hereto in counterparts, each of which shall be an original but all of which together shall constitute
5 one and the same agreement.

6 40. FORCE MAJEURE.

7 A. Performance by either party hereunder shall not be deemed to be in default where
8 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
9 casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight
10 embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe
11 weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor
12 or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or
13 any causes beyond the control or without the fault of the party claiming an extension of time to perform.

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

23 41. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be modified
24 or amended only by a writing signed by the duly authorized and empowered representative of COUNTY
25 and CITY respectively.

26 42. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of electronic
27 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic
28 Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that the

1 electronic signatures of the parties included in this Agreement are intended to authenticate this writing
2 and to have the same force and effect as manual signatures. Electronic signature means an electronic
3 sound, symbol, or process attached to or logically associated with an electronic record and executed or
4 adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from
5 time to time. Digital signature means an electronic identifier, created by computer, intended by the party
6 using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied
7 upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature"
8 as defined in subdivision (i) of Section 1633.2 of the Civil Code.
9

10
11 [Remainder of Page Intentionally Blank]

12 [Signatures on Following Page]
13
14

15
16 IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the
17 dates set forth below.

18 COUNTY OF RIVERSIDE,
19 a political subdivision of the
20 city> State of California

CITY OF XXXXX,
<Please include whether general law city, charter

21
22 BY: FORM COPY - DO NOT SIGN
23 Juan Garcia,
24 Deputy Director

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

25
26 Date: _____

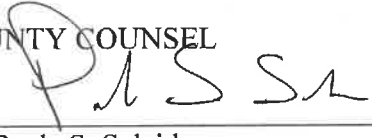
Date: _____

27
28 APPROVED AS TO FORM:

ATTEST:

1 MINH C. TRAN

2 COUNTY COUNSEL

3 By: 
4 Paula S. Salcido,
5 Deputy County Counsel

BY: FORM COPY - DO NOT SIGN
City Clerk

6 APPROVED AS TO FORM:

7 BY: FORM COPY - DO NOT SIGN
8 City Attorney

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EXHIBIT "R"

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,” and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled “Establishment of a White House Faith and Opportunity Initiative,” 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 toward religion meaning that it is available to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

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 any HUD program or activity, considering any permissible accommodations, particularly under the Religious Freedom Restoration Act. 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, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

- (1) Because of conduct that would not be considered grounds to disfavor a secular organization;
- (2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA (42 U.S.C. 2000bb through 2000bb-4) or the Religion Clauses of the First Amendment to the Constitution; or
- (3) Because of the actual or suspected religious motivation of the organization's religious exercise.
- (4) 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 organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of 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 concealing, altering, or 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 and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), 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. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(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) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services with such assistance 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, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration Act, and other applicable requirements governing the conduct of HUD-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering financial assistance from HUD shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(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 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.

(l) Tax exempt organizations.

In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

- (1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a State or other governmental taxing body or the State secretary of State certifying that -
 - (i) The organization is a nonprofit organization operating within the State; and
 - (ii) No part of its net earnings may benefit any private shareholder or individual;
- (3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant;
- (4) Any item described in paragraphs (l)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
- (5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (l)(1) through (4) of this section.

(m) Rule of construction.

Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016; 85 FR 82315, Dec 17, 2020]

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.

**Economic Opportunities for Low- and Very Low-Income Persons
CONTRACT REQUIREMENTS
24 CFR Part 75**

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75. 5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in §75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found

**AGREEMENT FOR THE USE OF
EMERGENCY SOLUTIONS GRANT FUNDS**

THIS AGREEMENT, for the use of Emergency Solutions Grant funds ("Agreement") entered into this _____ day of _____, 2024, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SUBRECIPIENT NAME, a California nonprofit corporation, hereinafter referred to as "SUBRECIPIENT." COUNTY and SUBRECIPIENT are collectively referred to herein as "Parties" and individually as "Party."

RECITALS

WHEREAS, pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), Public Law 111-22, and Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.), as amended (hereinafter referred to as the "Acts"), COUNTY has been awarded Emergency Solutions Grant ("ESG") program funds to assist people to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness, and to address the needs of homeless people in emergency or transitional shelters;

WHEREAS, COUNTY is authorized to contract with nonprofit organizations for the use of ESG funds to provide various services for homeless individuals and families;

WHEREAS, SUBRECIPIENT, as a nonprofit corporation, is eligible under the Acts to receive ESG funds to provide those services as described herein;

WHEREAS, SUBRECIPIENT is eligible under the Acts to receive ESG funds to perform those activities described herein; and

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

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

1. **SCOPE OF SERVICES.** SUBRECIPIENT shall provide certain services for homeless persons, or person threatened with homelessness, by utilizing the sum of \$«ESG_Granted_Funding», in ESG Program funds ("ESG Grant"), as set forth and in the manner provided in the Scope of Services attached hereto as Exhibit A" and incorporated herein by this reference. SUBRECIPIENT shall also provide homeless individuals with assistance in obtaining (1) appropriate supportive services,

including permanent housing, physical health treatment, mental health treatment, counseling, supervision, and other essential services to achieve independent living; and (2) other federal, state, local, and private assistance available for such individuals. Any and all services provided hereunder shall be in full conformity with the Acts and any amendments thereto and the federal regulation and guidelines now or hereinafter enacted pursuant to the Acts.

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

3. DISBURSEMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the ESG Grant as specified in Section 1 above on a reimbursable basis for all approved costs. The SUBRECIPIENT shall submit not more often than monthly to the ESG Administrator of COUNTY a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure statement and reimburse the SUBRECIPIENT for the approved costs in accordance with its usual accounting procedures. The COUNTY may require from SUBRECIPIENT such supporting documentation as may be necessary and appropriate for the COUNTY to make its determination as to allowable costs. Each disbursement of ESG Grant funds shall be made within thirty (30) days after SUBRECIPIENT has submitted its statement of expenditure.

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

Pursuant to 2 CFR Section 200.333 and CFR Section 200.336, such records shall be open to inspection and audit by the authorized representatives of the COUNTY, the Department of Housing and Urban Development, and the Controller General, during regular working hours.

Said records shall be retained for such time as may be required by the regulations 24 CFR Section 576.500 (y), but in no case shall said records be retained for a period of less than five (5) years from the date that the activity or program funded with the ESG Grant is closed out by the COUNTY and reported as complete in the Comprehensive Annual Performance and Evaluation

Report (CAPER). Exceptions to the five (5) year retention period requirements, pursuant to 2 CFR 200.333 and 24 CFR Section 576.500 (y)(2) and (3) include, but not be limited to, the following:

- i. if any litigation, claim, or audit is started prior to the expiration of the five (5) year period;
- ii. when the SUBRECIPIENT is notified in writing by the COUNTY, HUD, or other Federal agency to extend the retention period;
- iii. records for equipment or real property acquired with ESG funds must be retained for five (5) years after final disposition;
- iv. when the records are transferred by the SUBRECIPIENT to the COUNTY, HUD, or other Federal agency, the five (5) year period is not applicable.
- v. where ESG funds are used for the renovation of an emergency shelter where the ESG funding exceeds seventy-five percent (75%) of the value of the building before renovations, records must be retained for a period of ten (10) years from the date where ESG funds are first obligated for renovation;
- vi. where ESG funds are used to convert a building into an emergency shelter where the ESG funding exceeds seventy-five percent (75%) of the value of the building before conversion, records must be retained for a period of ten (10) years from the date where ESG funds are first obligated for the conversion.

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

SUBRECIPIENT shall maintain a separate account for ESG funds.

5. TERMINATION.

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

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

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

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

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

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

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

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

6. CONDITIONS PRECEDENT. It is expressly understood and agreed by SUBRECIPIENT that there will be no processing and continued funding of this Agreement unless and until the following conditions have been satisfied:

a. Emergency Shelter Operations: SUBRECIPIENT shall, as applicable, provide COUNTY with the following information for ESG Grant funded emergency shelter operations:

(i). Documentation of site control;

(ii). Documentation from the local jurisdiction verifying the status of the property;

(iii). Documentation of compliance with minimum standards for safety, sanitation, and privacy pursuant to 24 CFR Section 576.403; and

(iv). Local map and site plan identifying the location of the office, shelter, and other sites where ESG funded activities will occur; and

(v). SUBRECIPIENT shall employ at least one (1) full-time staff person to operate and coordinate the activities of the shelter and/or drop-in center.

b. Rapid Re-Housing and Homelessness Prevention: SUBRECIPIENT shall, pursuant to 24 CFR 576.403, comply with the minimum habitability standards for permanent housing funded with the ESG Grant for rapid re-housing and homelessness prevention activities.

7. PAYMENT OF FUNDS. The Board of Supervisors of the COUNTY shall determine the final disposition and distribution of all funds received by COUNTY under the Acts. COUNTY, through its Department of Housing and Workforce Solutions ("HWS"), shall make payments of ESG funds to SUBRECIPIENT as designated in the Scope of Services attached hereto as Exhibit "A". COUNTY shall monitor the expenditure of funds and activities of SUBRECIPIENT to ensure compliance with applicable federal regulations and the terms of this Agreement. SUBRECIPIENT shall establish and maintain a separate account for all ESG funds received under this agreement and deposit all such funds in said account.

All disbursements of ESG funds will be made as follows:

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

b. In no event shall COUNTY be held liable for expenses incurred by SUBRECIPIENT in excess of the ESG Grant allocation set forth in Section 1, SCOPE OF SERVICES, above.

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

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

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

9. BUILDING OR FACILITY.

a. Any building for which ESG Grant funds are used for renovation, conversion, or major rehabilitation, must meet local government safety and sanitation standards and comply with the requirements of 24 CFR Section 576.403.

b. When ESG funds are utilized to provide emergency shelter for the homeless in hotels or motels or other commercial facilities providing transient housing, the following shall be satisfied:

(i) SUBRECIPIENT, at the request of COUNTY, shall execute an agreement with the provider of such housing which provides that comparable living space, in terms of quality, available amenities, and square footage, will be available in the facility for use as emergency shelter for at least the same period of time provided in Section 2 of this Agreement; and

(ii) Leases negotiated between SUBRECIPIENT and the provider of such housing shall make available such living space at substantially less than the daily room rate otherwise charged by the facility; and

(iii) SUBRECIPIENT shall certify in writing to COUNTY that it has considered using other facilities as emergency shelters, and has determined that the use of such living space in the facilities provides the most cost-effective means of providing emergency shelter for the homeless in the COUNTY.

c. SUBRECIPIENT shall ensure that any building or facility is utilized exclusively for secular purposes and is made available to all persons regardless of religion. If ESG funds are used to renovate, rehabilitate, or convert buildings owned by primarily religious organizations or entities, SUBRECIPIENT shall comply with the provisions of 24 CFR 576.406 (e).

d. SUBRECIPIENT shall comply with the Uniform Federal Accessibility Standards (24 CFR Part 40) when activities funded by the ESG Program involve major rehabilitation or conversion.

e. SUBRECIPIENT shall, if applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended.

10. MAINTENANCE AS A HOMELESS FACILITY.

a. SUBRECIPIENT shall maintain any building for which ESG funds are used for not less than a three (3) year period, or for not less than a ten (10) year period if the ESG Grant amounts are used for major rehabilitation or conversion of the building (24 CFR 576.102 (c)).

b. The three or ten year periods begin to run:

(i) On the date of initial occupancy as an emergency shelter for the homeless when the building utilized was not operated as an emergency shelter for the homeless before receiving ESG funds; or

(ii) On the date that ESG funds are first obligated to the shelter when the building was operated as an emergency shelter before receiving ESG funds.

c. When ESG funds are used exclusively to provide essential services including, but not limited to, services concerned with employment, physical or mental health, substance abuse, education or food, the time periods noted above are not applicable.

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

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

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

b. Commercial General Liability:

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

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

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

c. Vehicle Liability:

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

d. General Insurance Provisions - All lines:

- (i). Any insurance carrier providing insurance coverage hereunder shall be admitted

to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

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

With respect to any action or claim subject to indemnification herein by SUBRECIPIENT,

SUBRECIPIENT 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'S indemnification to Indemnitees as set forth herein.

SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has 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 circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. The hold harmless and indemnification obligation set forth herein shall survive the termination and expiration of this Agreement.

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

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

17. FIVE-YEAR CONSOLIDATED PLAN. SUBRECIPIENT shall cooperate and assist COUNTY in implementing and undertaking the goals and strategies identified in the 2024-2029 Five Year Consolidated Plan, pursuant to 24 CFR Part 91, in undertaking ESG Grant activities to prevent homelessness and enable homeless individuals and families to move toward independent living and shall act in conformity therewith.

18. COMPLIANCE WITH LAWS, REGULATIONS, NONDISCRIMINATION, AND EQUAL OPPORTUNITY. SUBRECIPIENT shall comply with all applicable federal, state, and local laws, regulations, and ordinances pertinent to its operations and services to be performed hereunder,

and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. SUBRECIPIENT shall further comply with all laws applicable to wages and hours of employment, occupational safety and to fire safety, health and sanitation. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall adhere to and comply with the following as they may be applicable to a subrecipient of funds granted pursuant to the Housing and Community Development Act of 1974, as amended:

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

b. Uniform Administration Requirements pursuant to 24 CFR 570.502;

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

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

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

- f. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations;
- g. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
- h. The labor standard requirements as set forth in 24 CFR 570, Subpart K and HUD regulations issued to implement such requirements;
- i. Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), as amended to the Equal Opportunity Act of March 24, 1972 (Pub. L. 92-261);
- j. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3619) and implementing regulations issued pursuant thereto (24 CFR Part 1);
- k. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A. 1701u);
- l. Executive Orders 11625, 12432 and 12138. Consistent with HUD's responsibilities under these Orders, the SUBRECIPIENT must make efforts to encourage the use of minority and women's business enterprises in connection with ESG activities;
- m. SUBRECIPIENT shall establish and maintain a procedure through which homeless individuals will be informed that use of the facilities and services is available to all on a nondiscriminatory basis.
- n. SUBRECIPIENT agrees to abide by and include in any subcontracts to perform work under this Agreement, the following clause:

"During the performance of this Agreement SUBRECIPIENT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, sexual orientation, or gender identity. SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

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

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

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

Subrecipient agrees and acknowledges that it is the responsibility of Subrecipient to obtain a legal determination at Subrecipient's sole cost and expense, as to whether prevailing wages must be paid during repairs and/or construction of the Project. If the Project is subject to prevailing wages, then Subrecipient shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rate. Subrecipient agrees to indemnify, defend, and hold County harmless from and against any liability arising out of and related to Subrecipient's failure to comply with any and all Davis Bacon and or prevailing wage requirements.

r. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708)*: Where applicable, all contracts awarded by SUBRECIPEINT in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

t. *Rights to Data and Copyrights*: Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4,

Federal Acquisition Regulations (FAR).

u. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section 1251 *et seq.*). Violations shall 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 set forth in this paragraph v. below shall be required in all contracts or subcontracts entered into in connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who files to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

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

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

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

w. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

x. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (41 U.S.C. Section 8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part 2425.

y. *Access to Records and Records Retention*: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all

books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

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

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

bb. *Procurement of Recovered Materials (2 CFR 200.323.)*: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

dd. *Violence Against Women Act (VAWA)*: VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ("domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections,

rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.

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

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

21. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

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

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

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

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

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

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

22. RELIGIOUS ACTIVITIES. SUBRECIPIENT shall adhere to the set forth in Exhibit "R", attached hereto and by this reference is incorporated herein.

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

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

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

26. NOTICES. Any notices required or desired to be served by either party upon the other shall be addressed to respective parties as set out below or to such other addresses as from 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:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
<u>Heidi Marshall</u>	<u>«ContactFirstName» «ContactLastName»</u>
<u>Riverside County HWS Director</u>	<u>«ContactTitle»</u>
<u>P.O. Box 1528</u>	<u>«Address»</u>
<u>Riverside, CA 92502</u>	<u>«City» «State» «Zip»</u>

27. 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.

28. 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 there under (24 CFR Part 982).

29. 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.

30. ASSISTANCE TERMINATION. SUBRECIPIENT may, in accordance with 42 U.S.C. 11375 (e) and 24 CFR 576.402, terminate assistance provided through the ESG 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.

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

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

33. JURISDICTION AND VENUE. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the

validity of any provision of this Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the parties hereto waive any provisions of law providing for a change of venue to another location.

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

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

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

37. ADMINISTRATION/CONTRACT LIASON; MINISTERIAL ACTS. The Director of HWS or designee(s) are authorized to administer this Agreement 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 COUNTY.

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

39. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have

the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement and to the performance of its obligations hereunder.

40. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

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

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

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

44. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. 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.

45. SOURCE OF FEDERAL FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is Emergency Solutions Grant (ESG) funds (CFDA 14.231), and the Grant Award Number is: E-24-UC-06-0506.

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

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

48. CONFIDENTIALITY AND VICTIMS OF DOMESTIC VIOLENCE

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

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

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

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

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

(i) Victim information cannot be disclosed to any third party without 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 information with ServicePoint directly. Victim services providers are still required to aggregate data for ESG reporting purposes.

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

49. DIGITAL AND ELECTRONIC SIGNATURES. The parties agree to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Remainder of Page Intentionally Blank

[Signatures on Following Page]

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

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

«Sponsor»,
a California Nonprofit Corporation

BY: FORM COPY - DO NOT SIGN
Juan Garcia,
Deputy Director

BY: FORM COPY - DO NOT SIGN
Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL


By: 
Paula S. Salcido,,
Deputy County Counsel

EXHIBIT "R"

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," and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled "Establishment of a White House Faith and Opportunity Initiative," 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 toward religion meaning that it is available to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

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 any HUD program or activity, considering any permissible accommodations, particularly under the Religious Freedom Restoration Act. 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, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

- (1) Because of conduct that would not be considered grounds to disfavor a secular organization;
- (2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA (42 U.S.C. 2000bb through 2000bb-4) or the Religion Clauses of the First Amendment to the Constitution; or
- (3) Because of the actual or suspected religious motivation of the organization's religious exercise.
- (4) 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 organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of 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 concealing, altering, or 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 and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), 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. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(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) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services with such assistance 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, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration Act, and other applicable requirements governing the conduct of HUD-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering financial assistance from HUD shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(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 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.

(l) **Tax exempt organizations.**

In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

- (1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a State or other governmental taxing body or the State secretary of State certifying that -
 - (i) The organization is a nonprofit organization operating within the State; and
 - (ii) No part of its net earnings may benefit any private shareholder or individual;
- (3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant;
- (4) Any item described in paragraphs (1)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
- (5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (1)(1) through (4) of this section.

(m) **Rule of construction.**

Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016; 85 FR 82315, Dec 17, 2020]

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.

**HOME- FTHB
BORROWER INFORMATION PACKET**

**RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS**

FIRST TIME HOME BUYER (H.O.M.E.)

Down Payment Assistance Program

GENERAL INFORMATION



This brochure is intended to provide a general overview of the Riverside County First Time Home Buyer Down Payment Assistance Program for prospective first-time home buyers, real estate agents and other interested persons. After reviewing this material, if you feel that you qualify for the program, please contact a participating lender. A list of participating lenders is included with this information packet.

July 1, 2023 – June 30, 2024

This information does not constitute full program guidelines and is subject to change without notice.

For more information. If you would like to apply for the FTHB HOME Program, please contact one of the participating lenders. They will review your qualifications and assist in applying for the program.

If you have any questions or need additional information about the FTHB HOME Program, please contact:

Riverside County
Housing and Workforce Solutions
First Time Home Buyer Program (HOME)
PH: (951) 955-0784
FAX: (951) 374-3098

Located at:
3403 Tenth Street, Suite 300
Riverside, California 92501

<https://rivcohws.org/community-and-housing-development/housing-programs/down-payment-assistance-programs>

**RIVERSIDE COUNTY DEPARTMENT OF HOUSING AND WORKFORCE
SOLUTIONS
FIRST TIME HOME BUYER PROGRAM (HOME)
INFORMATION PACKET**

What is the First Time Home Buyer Down Payment Assistance Program (FTHB HOME)?

The Riverside County FTHB HOME Program is designed to provide assistance to lower income persons in the purchase of their first home. Assistance may be provided for the down payment in the purchase of a home. The amount of assistance available depends upon the buyer's qualifications and the price of the home. In general, a buyer may only receive what they need, up to 20% of the purchase price of the home. The maximum down payment cannot exceed \$75,000.

Who qualifies for the FTHB HOME Program? The four basic qualifications for the FTHB HOME Program are (1) the buyer must be a first time homebuyer; (2) the buyer's annual income must be eighty percent (80%) or less of the area median income as determined by HUD; (3) the home being purchased must be located in a qualifying location and the purchase price must be within the program price limit; and (4) all household members must be either a US Citizen or a qualified alien as per Section 431 of the Personal Responsibility and Work Opportunity reconciliation Act (PRWORA). All household members must provide documentation of a valid social security number. Priority is given to Housing Authority Section 8 Voucher Program participants who participate in the Family Self Sufficiency (FSS) Program.

What is a first-time homebuyer? In order to qualify as a first-time home buyer, the purchaser and purchaser's spouse cannot have had ownership interest in improved-upon, residential real property nor claimed mortgage or real estate related tax deductions for the previous three years from the date of application to the FTHB HOME program. The purchaser and their spouse must attest that they have not owned improved-upon, residential real property during the past 3 years and provide the last three years tax returns for review for any mortgage or real estate related deductions. If tax returns show evidence of mortgage or real estate related deductions, documentation must be provided evidencing that the deductions are not related to improved-upon, residential real property and acceptable documentation must also be provided establishing the value of the property. Asset "income" from the property must be imputed using the HUD passbook rate and added into the household's total qualifying income. Also, the household's total assets (including property) must be equal to or less than FTHB HOME annual income limit based on household size for the current fiscal year. If the total assets exceed the program's annual income limit for their household size, the assets must be spent down accordingly. Assets (including property) disposed of for less than fair market value during the most recent 2-year period are counted as if the household still owned the asset. Displaced homemakers and single parents, as defined by Appendix D, must also meet the first-time buyer requirement. For the purposes of determining home ownership, a dwelling unit that was not permanently affixed to a permanent foundation (i.e., a mobile home) shall be not included in the three-year requirement.

What are the qualifying incomes? In order to be eligible for this program, the buyers' annual income shall not exceed 80% of the area median income, as determined by HUD, adjusted for family size. In addition, assets shall not exceed these limits. Currently, the income limits are as follows:

Maximum Annual Household Income Adjusted for Family Size Effective July 1, 2023	
Household Size	Maximum Annual Income
1	\$ 52,200
2	\$ 59,650
3	\$ 67,100
4	\$ 74,550
5	\$ 80,550
6	\$ 86,500
7	\$ 92,450
8	\$ 98,450

What are the other buyer requirements? The buyer must have enough income and creditworthiness to qualify for a first mortgage through one of the participating lenders. In addition, the buyer must accept the highest loan-to-value ratio first loan for which they qualify. In order to be eligible for participation in the FTHB HOME Program, prospective purchasers must complete eight hours of education in a Home Buyer's Seminar through a HUD approved homebuyer education provider. Online homebuyer education is not accepted.

What is the maximum home price? Note that the appraised value of the property cannot exceed these limits. The down payment assistance will be based on a percentage of the home sales price which shall be justified by an appraisal. The maximum home purchase price under this program is currently:

Maximum Property Purchase Price Limits Effective July 1, 2023	
New Construction Single-Family	\$521,550
Existing Single-Family Residence	\$521,550
New/Existing Condominium or Townhouse	\$467,875
New Manufactured Home	\$313,500

What are the qualifying locations? This Program may be utilized to purchase a home in the following locations: (1) all unincorporated areas of Riverside County (areas outside of a city limit), such as Cabazon, Glen Avon, Highgrove, Mira Loma, Mead Valley, Mecca, North Shore, Nuevo, Pedley, Quail Valley, Romoland, Thermal, Thousand Palms, Valle Vista or (2) within the City Limits of the following jurisdictions: Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Coachella, Desert Hot Springs, Eastvale, Indian Wells, La Quinta, Norco, San Jacinto and Wildomar.

Please note that the following cities are **not eligible** for the FTHB Program and assistance **cannot** be given to purchasers of homes located within the City Limits of these cities: Cathedral City, Corona, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Palm Desert, Palm Springs, Perris, Rancho Mirage, Riverside and Temecula.

What kinds of properties are eligible? The FTHB HOME program may be used to purchase

any new or resale home that is: (1) permanently fixed to a permanent foundation, (2) has a minimum of two bedrooms, and (3) is currently occupied by the Seller or vacant (tenant occupied homes are not eligible unless the tenant is the purchaser of that property). Homes with in-ground pools or spas are not eligible. The home must be in sound condition and meet the Housing Quality Standard as determined by HWS. The purchaser must reside in the home as his or her principal residence within sixty (60) days of purchase and the home shall not be used as a business nor as a vacation (second) home.

A home shall not be eligible for purchase under this program unless it is in standard condition and suitable for occupancy upon purchase. The County will require that a Home Inspection be performed for all existing homes, and repairs may be required. The County will not make nor pay for repairs to homes at any time. The borrower shall agree to maintain the home in standard condition for the term of the HWS assistance. To this end, the purchaser shall be required to obtain a one-year home warranty as part of the home purchase.

What is the process to apply for the FTHB HOME Program?

- (1) If you are a first-time homebuyer and/or Section 8 Family Self Sufficiency Program participant whose income is within the Program limits, the first step is to contact a participating lender for eligibility screening. The lender will take a loan application and simultaneously pre-qualify you for a first loan and the FTHB HOME Program. The lender will determine the maximum home price that you can afford and will also determine whether you are eligible for assistance under the County of Riverside FTHB HOME Program.
- (2) After the lender has determined if you are eligible for the program, you will need to attend an eight-hour Homebuyer Education class by a HUD approved provider. The lender will provide the names and phone numbers of approved homebuyer education providers, and you will need to call one of the providers to schedule a class. There may be a minimal charge to attend this class, please inquire with providers for details.
- (3) Once you are pre-qualified for the program and have a maximum home price, you may locate a home to purchase. If you are interested in an existing home, it is recommended that you contact a Realtor to assist you in locating a home to purchase. Note: homes must be located in FTHB HOME eligible locations.
- (4) Once you have located a home, you will need to make a purchase offer and start escrow. Your real estate representative or new home salesperson and your lender can assist in this process. You must provide a Homeownership Notice (FTHB-3) to the sellers as an addendum to the purchase contract (your lender can provide you with a copy of this Notice). Once your purchase offer is accepted and escrow begins, your lender will assist you in completing the application materials for the FTHB HOME Program.
- (5) During escrow your lender will process your loan application for the first mortgage and FTHB HOME Second mortgage. You will be required to sign

forms authorizing the lender to submit a FTHB HOME Reservation on your behalf and disclosing your current income from all sources. Prior to the close of escrow, you will sign loan documents and both the first and second mortgages will be funded.

- (6) When escrow closes, you will become a homeowner and will be responsible for maintaining the property in sound condition. You will begin making monthly payments on your first mortgage. The FTHB HOME Second Mortgage will not require payments until you sell your property or a cash out refinance on the first mortgage. After the 15-year affordability period, the FTHB HOME assistance is converted to a grant with no repayment of funds.

What are the first loan terms? The purchaser shall apply for a first mortgage from a participating lender. The first loan must be a fully amortized, fixed rate, thirty-year mortgage and the HWS Down Payment Assistance will be a deed recorded in second position to the first mortgage. The purchaser must accept the highest first mortgage amount (principal amount at going interest rate) for which they can qualify. Loan terms and qualifications (interest rate, creditworthiness, etc.) in addition to those specified above will be determined by the participating lender.

What costs can be paid by FTHB HOME Program? The FTHB HOME financial assistance can be provided as down payment assistance. The amount of assistance available depends upon the buyer's qualifications. The FTHB HOME assistance absolute maximum is the lesser of \$75,000 or 20% of the home's sales price.

Closing cost assistance is not available currently.

What are the terms of the Down Payment Assistance? The minimum amount of assistance that may be provided is \$1,500 per home purchase. The maximum amount of assistance is 20% of the purchase price of the home not to exceed \$75,000. However, this assistance amount may be further reduced if the buyer does not need the full amount to purchase a home. The FTHB HOME assistance is recorded as a second mortgage on your home. This deferred second mortgage does not require any monthly payments and is not interest bearing. In exchange for receiving funds to assist in the purchase of a home, the purchaser must agree to a fifteen (15) year affordability period. If the home is sold during the term of the affordability period, the full amount of the assistance must be repaid.

Is there a deadline to apply for this program? The County will accept Reservations as long as funds are available. It is anticipated that additional funds will be allocated to the Program in the future, depending upon fund availability.

Who are the Approved Lenders? There are participating lenders, with multiple branches throughout the County and elsewhere in Southern California, who participate in the First Time Home Buyer (FTHB HOME) Program. The current list of participating lenders and branch offices may be found at www.rchomelink.com. **Purchasers must use one of these lenders and are encouraged to compare prices and loan terms among these lenders.**

How were the Approved Lenders selected for the FTHB HOME Program? The County of Riverside Housing and Workforce Solutions published a Request for Qualifications (RFQ) for qualified lenders. The RFQ was published in a newspaper of general circulation, and invitations were sent to lenders participating in other homebuyer assistance programs administered by HWS as well as lenders requesting to be placed on the mailing list. All lenders were invited to submit materials detailing their qualifications for the program. All submittals that were received prior to the deadline were evaluated and ranked according to the criteria in the RFQ. Lenders that demonstrated in their submittals that they met all the program requirements were selected as participating lenders.

**HOME- FTHB
HOMEBUYER & LENDER
PARTICIPATION AGREEMENTS**



County of Riverside – HOME FTHB Program

Homebuyer Written Agreement – Recapture Model

NOTICE TO HOMEBUYER: *This Agreement explains the terms of the purchase assistance you are receiving through the HOME Investment Partnerships Program. This Agreement is separately enforceable from the Note and Subordinate Deed of Trust for the Term in Section 2, unless you sell and repay the balance specified in Section 7. Read each paragraph carefully and ask questions regarding any sections you do not fully understand before you sign.*

THIS AGREEMENT is entered into this **XX** day of **MONTH, YEAR** by and between the County of Riverside, a public agency (“the County”), and **BUYERNAME(S)**, (the “Homebuyer”).

WITNESSETH

WHEREAS, County of Riverside is a Participating Jurisdiction under the HOME Investment Partnerships Program (“HOME” or “HOME Program”) administered by the United States Department of Housing and Urban Development (“HUD”) and is authorized by HUD to provide homebuyer assistance through its Consolidated Plan; and

WHEREAS, HOME regulations at 24 CFR 92 govern the County’s implementation of the HOME Program and are made a part this Agreement; and

WHEREAS, the County has determined that the Homebuyer meets the HOME Program eligibility requirements to purchase the dwelling located at **PROPERTY ADDRESS** (the “Property”) at the price of **\$PURCHASE PRICE** (the “Purchase Price”) and will assume fee simple ownership upon closing.

NOW, THEREFORE, in accordance with the mutual understanding and agreements set forth herein, County and the Homebuyer agree as follows:

SECTION 1. FORM, AMOUNT, AND USE OF ASSISTANCE

The County will provide the Homebuyer an amount not to exceed **\$DIRECT ASSISTANCE TOTAL** (“Loan”) to assist the Homebuyer with a down payment of the Property, which is considered the direct HOME Assistance to the Homebuyer.



The Homebuyer agrees that the HOME Assistance will be used at closing as gap financing to cover portions of the down payment of the Property. This will reduce the total amount the Homebuyer will be required to borrow from a County approved lender in order to purchase the Property.

The amount of HOME Assistance will not be final until the County has updated all necessary underwriting and subsidy layering requirements based on final Purchase Price and/or closing cost adjustment

The assistance will be provided in the form of a deferred loan. At closing, the Loan will be evidenced by a promissory note executed by the Homebuyer in favor of County (“**Note**”) and secured by a subordinate deed of trust securing the promissory note to be filed in the official real property records of the county in which the Property is located (“**Deed of Trust**”). The terms and duration of the Loan are specified in the Note and Subordinate Deed of Trust, and the Note and Subordinate Deed of Trust will be released upon repayment of the Loan under the terms set forth therein. The Homebuyer may, but is not required to, prepay the Loan, in whole or in part, at any time.

SECTION 2. AGREEMENT TERM.

This Agreement will automatically terminate if the Homebuyer does not close and take title to the Property on or before **ABSOLUTE CLOSING DEADLINE**.

Otherwise, this Agreement will expire upon expiration of the Affordability Period as defined in Section 3 or satisfaction of the Subordinate Deed of Trust, whichever is later.

This Agreement shall survive any prepayment of the Loan and/or any release of the Subordinate Deed of Trust that does not include a transfer of the Property and shall continue for the full Affordability Period, as defined in Section 3.

SECTION 3. AFFORDABILITY PERIOD

The Affordability Period for the Property will begin on the Completion date as determined by the County (“**Completion Date**”) and shall end fifteen (15) years after the Completion Date (the “**Affordability Period**”). As required by the HOME Program, the Completion Date which is the date the activity is shown as completed in HUD’s Integrated Disbursement and Information System (IDIS). The County will provide a formal written notice to the Homebuyer of the Completion Date and the resulting expiration date of this Affordability Period and this



Agreement. Upon issuance of such notice, this Agreement shall be deemed amended to reflect the expiration date of the Affordability Period.

If the Homebuyer sells or transfers ownership of the Property voluntarily or involuntarily, including via foreclosure or deed in lieu of foreclosure, the Affordability Period will end upon the recapture of the full amount of the direct HOME Assistance by County as described in Section 6 below.

SECTION 4. HOMEBUYER REPRESENTATIONS

By signing this Agreement, the Homebuyer attests to the following:

- The Homebuyer warrants that all information and documentation provided to the County is true and correct. The Homebuyer has fully disclosed all income and assets to the County and warrants that the Homebuyer's household or financial situation has not changed materially since the application for HOME Assistance was made. The Homebuyer acknowledges that any material discrepancies or misstatements may result in the Homebuyer's disqualification from participation in the program and shall be deemed a breach of this Agreement and the Loan, and the Homebuyer will be required to repay the entire HOME investment amount.
- The Homebuyer has completed homeownership counseling as required by the County.
- The Homebuyer has agreed to purchase a dwelling unit that meets County HOME Program requirements, and that the dwelling unit must meet Program property standards prior to purchase.
- The Homebuyer understands and agrees to the requirements stated in this Agreement for the Agreement Term.

SECTION 5. HOMEBUYER RESPONSIBILITIES

The Homebuyer agrees to the following to meet the requirements of this assistance:

- The Homebuyer will provide at least the following buyer funds required for closing: \$0.00 in their own funds toward the purchase price and/or accompanying closing costs.
- The Homebuyer will occupy the property as the principal residence for the Affordability Period as described in Section 6.
- The Homebuyer will maintain the property, maintain hazard insurance, and pay all required taxes during the term of this Agreement as described in Section 8.
- The Homebuyer will provide information as required by the County to monitor compliance with Program requirements.
- The Homebuyer will comply with the refinancing policy stated in Section 9.



- In the event of sale of the property during the Agreement Term, the Homebuyer will notify the County and comply with Recapture requirements in Section 7.

SECTION 6. PRINCIPAL RESIDENCE

During the Affordability Period, barring a sale or transfer of title to the Property which shall be governed by Section 7 below, the Homebuyer shall at all times maintain the Property as their principal residence. Should the Homebuyer cease to maintain the Property as their principal residence, rent the residence to another party, or convert the Property to a non-residential use, the Homebuyer will be in breach of this Agreement and subject to the Default and Enforcement provisions under Section 10.

SECTION 7. RECAPTURE OF DIRECT HOME ASSISTANCE

In compliance with the HOME Rule at 24 CFR 92.254(a)(5), if the Homebuyer sells or otherwise voluntarily or involuntarily transfers title to the Property during the Agreement Term, including transfer as a result of foreclosure or deed in lieu of foreclosure, then the outstanding direct HOME Assistance to the Homebuyer will be subject to recapture by the County.

The "Recapture Amount" will be determined as follows:

If there are no net proceeds of sale or the net proceeds are insufficient to repay the Recapture Amount, then the entire net proceeds, if any, will be recaptured and retained by County to satisfy both this Agreement and the Loan. The term "net proceeds" is defined as the sale price less the balance due on superior secured debt and closing costs incurred by the Homebuyer at sale or transfer. In the event the net proceeds are less than the outstanding Loan balance, the County reserves the right to determine whether the sales price is comparable to the sales price in an arms-length transaction for a similar unit and to evaluate the closing costs being charged to the Homebuyer to ensure they are reasonable and customary.

Net proceeds of sale in excess of the outstanding direct HOME Assistance will be retained by the Homebuyer.

To facilitate the expeditious administration of this Section, the Homebuyer shall provide notice to the County of any anticipated transfer of title, including but not limited to a sale or foreclosure.

If the Homebuyer is determined to be in violation of this Agreement, the full amount of the Loan shall be due and payable as stated in Section 10.



SECTION 8. INSURANCE AND TAXES

At all times during the term of this Agreement, the Homebuyer shall maintain a valid and current hazard insurance policy on the Property for the current appraised value of the Property and naming the County as an additional loss payee in primary coverage. Failure to maintain a valid and current insurance policy will be considered a breach of this Agreement, and the County will have the right to secure insurance for the Property and charge such costs to the Homebuyer or to foreclose on its Subordinate Deed of Trust, if necessary, to protect the HOME program investment. If the Property is in a 100-year floodplain, the Homebuyer shall maintain a current and valid flood insurance policy on the Property. Evidence of insurance must be provided at closing of the Loan and annually thereafter upon request of the County.

At all times during the term of this Agreement, the Homebuyer shall pay property taxes and other assessments due to local taxing authorities, including but not limited to the County of Riverside.

SECTION 9. REFINANCING

During the Agreement Term, the Homebuyer will notify the County of the intent to refinance any loan that is senior to the HOME Subordinate Deed of Trust. The County will only approve subordination of the HOME debt to a new loan in compliance with its then current refinancing policy.

SECTION 10. COUNTY RESPONSIBILITIES

As the HOME Participating Jurisdiction, the County is ultimately responsible to HUD for compliance with all HOME requirements, including the ongoing enforcement of this Agreement regarding principal residency and recapture.

- The County has determined the Homebuyer to be eligible according to the HOME Program's income limits and other eligibility requirements and will review any changes to eligibility on or before time of closing.
- The County has determined the property to be eligible under the HOME Program's requirements, including Program purchase price limits and property standards.
- The County has completed the environmental review required by 24 CFR Part 58 and determined that the property and assistance meet federal requirements.
- The County has determined the amount of Homebuyer's assistance to be reasonable and in compliance with Program requirements and its underwriting policy and may adjust the assistance based on final price, costs, and underwriting.
- The County will provide any HOME funds required at closing that have not already been advanced to the project.



- The County will record the Subordinate Deed of Trust and retain this Agreement and the Note for the Agreement Term.
- The County will review, monitor, or seek to confirm the Homebuyer's ongoing compliance with the terms of this Agreement and the Loan, including but not limited to principal residency. The County will enforce the other provisions of this Agreement and the recorded documents.

The County may issue notices of violation, require corrective actions, or seek performance using any and all legal remedies available.

SECTION 10. DEFAULT AND ENFORCEMENT

In the event the Homebuyer violates any terms of this Agreement or any other agreement between the Homebuyer and the County, the County shall issue a notice of violation to the Homebuyer. Upon receipt of such a notice, the Homebuyer agrees to remedy the violation within 30 days or, in the case of violations requiring longer cure periods, the County may allow for a period of up to 90 days to correct the violation. In such cases, the Homebuyer must take action to begin corrections within 30 days of the date of the County's notice of violation. Upon the Homebuyer's failure to correct the violation within the allotted time, the City may take additional corrective action including suing for specific performance, declaring a default in the Loan and initiating foreclosure proceedings, and seeking any other available legal remedies.

In the event of the Homebuyer's uncured violation of the principal residency provisions of Section 5, the Homebuyer will be required to repay the entire HOME investment in the Property.

SECTION 11. MISCELLANEOUS

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be Riverside County, California.

None of the rights and remedies conferred upon or reserved to the County under this Agreement is intended to be exclusive of any other rights, and each and every right shall be cumulative and concurrent, and may be enforced separately, successively, or together, and may be exercised from time to time as often as may be deemed necessary by the County.

Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly. Any rules of



construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived.

The paragraph headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

Executed and effective as of the day and year first above written and for the purposes herein expressed, by the Homebuyer.

FORM COPY - DO NOT SIGN

INSERT BORROWERS FULL NAME

DATE

FORM COPY - DO NOT SIGN

INSERT BORROWERS FULL NAME

DATE

Approved as to form:
Minh C. Tran
County Counsel

By:
Paula S. Salcido
Deputy County Counsel

**FIRST TIME HOME BUYER PROGRAM
LENDER PARTICIPATION AGREEMENT
For Certification period July 1, 2023 -June 30, 2036**

This FIRST TIME HOME BUYER PROGRAM LENDER PARTICIPATION AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 20__ by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as the "County"), and _____ (hereinafter referred to as the "Lender").

W I T N E S S E T H:

WHEREAS, the County was qualified by the United States Department of Housing and Urban Development (“HUD”) as an “Urban County” and an approved participating jurisdiction that has received funds from HUD pursuant to the HOME Investment Partnerships Program, authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625) (“HOME Program”). The HOME Program provides funding to the County to be used exclusively for affordable housing activities to benefit low-income households, including, funding to assist qualified first-time homebuyers in the County of Riverside;

WHEREAS, the Board of Supervisors of the County of Riverside established a First Time Home Buyer Program on March 14, 1995 (“County FTHB Program”);

WHEREAS, the Board of Supervisors of the County of Riverside has authorized the County, by and through its Housing and Workforce Solutions department (“HWS”), to administer the County FTHB Program pursuant to applicable federal, state, and local laws, and to enter into those Agreements necessary for efficient administration of the County FTHB Program;

WHEREAS, the County FTHB Program is implemented pursuant to the County of Riverside First Time Home Buyer Programs Lender’s Manuals;

WHEREAS, the County annually receives an allocation of HOME Program funds from HUD for the County FTHB Program;

WHEREAS, the Lender is licensed to do business in the state of California as a direct lender;

WHEREAS, the Lender is a duly organized and existing corporation currently in good standing under the laws of the State under which it was formed, and is fully registered with the Secretary of the State for the State of California and allowed to do business within the State of California; and

WHEREAS, the Lender wishes to participate in the County FTHB Program administered by the HWS in connection with mortgage loans it will make available for the acquisition of new and existing single-family homes in the County of Riverside for qualified first-time homebuyers.

NOW, THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

I. LENDER'S RESPONSIBILITIES

1. The County hereby designates the Lender as its non-exclusive agent for the receipt and processing of applications for first time home buyers under the County First Time Home Buyer Programs ("County FTHB Programs"). Lender shall have the ability to originate and service loans, have staff capable of underwriting loans, and a valid contract with the Federal National Mortgage Association (Fannie Mae) or The Federal Home Loan Mortgage Corporation (Freddie Mac), allowing for the sale of mortgages pursuant to an existing community partnership program.
2. The Lender has received instructions and documents regarding the County FTHB Programs and shall become familiar with the unique underwriting requirements of said County FTHB Programs as administered by HWS, and the policies and guidelines set forth in the County of Riverside First Time Home Buyer Program Lender's Manuals. The County of Riverside First Time Home Buyer Program Lender's Manuals can be accessed at <https://rivcoeda.org/First-Time-Home-Buyer-Program/Lender-Information/FTHB-Guidelines-and-updates> .
3. The Lender acknowledges that funding for the County FTHB Programs can only be used in conjunction with a fully amortized, fixed rate, at least 30-year first mortgage, for acquisition of homes to be occupied by first-time home buyers as their primary residence,

and that said County FTHB Program applicants must accept the highest ratio fixed rate loan for which they qualify.

4. The Lender will make information regarding the County FTHB Programs available to all potential applicants who qualify for the County FTHB Programs. The Lender will process and review the County FTHB Program applications for any applicant in order to determine eligibility for the County FTHB Program. All applicants are to be treated fairly, receiving a full and accurate explanation about the County FTHB Program and the potential for recapture of any financial assistance provided.
5. The Lender acknowledges that HWS will not reserve exclusively for the Lender any portion of the County FTHB Program's appropriation from HUD, and that the HWS shall have no liability or responsibility for any expenses incurred by the Lender in connection with the Lender's participation in the County FTHB Program.
6. The Lender will obtain from the applicant all documents and information required for the County FTHB Program application as directed by the HWS.
7. The Lender will perform all investigation and verification that it would normally perform for underwriting a mortgage not provided in connection with the County FTHB Program.
8. The Lender agrees that prior to requesting a reservation of County FTHB Program funds, that sufficient investigation will have been performed to determine the eligibility of the applicant to qualify, participate in the County FTHB Program and meet the County's eligibility requirements as specified in the County of Riverside First Time Home Buyer Program Lender's Manual.
9. Lender is aware that a reservation of County FTHB Program funds does not constitute a loan approval or guarantee by the HWS to disburse funds; but only reserves said funds to be used in conjunction with the approval and funding of the subject mortgage.
10. The Lender acknowledges that a true and correct copy of the Fannie Mae (FNMA) Transmittal Summary Form 1008, or a true and correct copy of the Federal Housing Agency Loan Underwriting Transmittal Summary, Form HUD-92900-LT, must be submitted to the HWS, with the document entitled "Lender's Certification of Applicant Eligibility", before the HWS will take action on any loan. The approval or denial of a

County FTHB Program loan application will be at the sole discretion of HWS.

11. The Lender will charge an applicant applying for the County FTHB Program only those reasonable fees as would be charged an applicant applying for a mortgage not provided in conjunction with the County FTHB Program.
12. Notwithstanding the provisions of Section 11 above, the Lender shall not charge any application fee for processing the County FTHB Program applications.
13. The Lender hereby agrees that it will forward, within five (5) business days, to the HWS, any information which it may receive during the term of the mortgage loan that indicates that an applicant made a misrepresentation in applying for the County FTHB Program or that may affect the applicant's continued eligibility for the County FTHB Program.
14. The Lender agrees that after County FTHB Program funds are reserved for an applicant, that Lender will advise HWS in writing, within five (5) business days, in the event that the applicant is determined to be ineligible for participation in the County FTHB Program or fails to qualify for a first mortgage loan.
15. The Lender hereby agrees that it will notify HWS in writing, within five (5) business days of a cancellation or rejection of a loan or determination of ineligibility for any applicant who has applied to the County for the County FTHB Program and has received a commitment from the County to issue a County FTHB Program loan. In the event of a cancellation or rejection as discussed in the preceding sentence, the County FTHB Program funding reservation shall be canceled by the HWS.
16. The Lender shall notify all applicants in writing of the availability of the County FTHB Program regardless of whether the applicant needs the County FTHB Program to qualify for a loan.
17. The Lender is responsible for assuring that all its loan processing personnel understand the parameters of the County FTHB Program and are aware of the Lender's responsibilities under this Agreement.
18. The Lender and its participating branches shall cause their Agent's (as defined in Part III, section 9.a. below) to actively participate in the County FTHB Programs in order to maintain active status in the program. The terms "actively participate" and "active

participation” as used herein shall mean a minimum of one (1) County FTHB Program loan issued during the six (6) month period following the Effective Date of this Agreement. An Agent that fails to meet active participation will be put on notice and removed from the HWS’s participating lender’s list if a County FTHB Program loan is not issued during the following six (6) month period from the date of the written notice. The inactive Agent will be excluded from further participation in the County FTHB Program for a period of six (6) months from the date of removal from the HWS’s participating lender’s list (“Suspension Period”). An Agent that wishes to further participate after the Suspension Period must re-submit all documentations and sign a new Lender Participation Agreement. Any Agent that has been suspended more than two (2) times during a consecutive two (2) year period will be disallowed to participate in any County homebuyer assistance program including, but not limited to, the County FTHB Programs, Mortgage Credit Certificate (MCC) Program or other programs for a period of five (5) years.

19. The Lender and all its participating branches agree to uphold the quality standards of the County FTHB Programs and to meet its obligation as a signatory to the Statement of Homeownership Quality Commitment attached hereto as Exhibit “A” and incorporated herein by this reference.
20. The Lender acknowledges and agrees the Lender, its officers, and agents, shall not discriminate against or segregate any person, or group of persons, based on race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, sexual orientation, genetic information, or any other arbitrary factors for participation in the County FTHB Programs.
21. The Lender acknowledges and agrees that the County FTHB Program is subject to the rules of the HOME Program and that HOME Program requires compliance with all of the following federal laws, executive orders, and regulations pertaining to fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964, as Amended (42 U.S.C. 2000d); Title VIII of the Civil Rights Act of 1968, As Amended “the Fair Housing Act” (42 U.S.C 3601); Equal Opportunity in Housing (Executive Order 11063, As Amended

by Executive Order 12259); Architectural Barriers Act of 1968, As Amended (42 U.S.C 4151); Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101); and Equal Employment Opportunity (Executive Order 11246, As Amended). The Lender agrees to comply with all local, state, and federal laws, rules, and regulations relating to fair housing and equal opportunity.

22. The Lender agrees to participate in affirmative marketing outreach to encourage the participation of low income and minority persons in the County FTHB Programs.
23. The HWS may, in its sole discretion, suspend or remove Lender from the County FTHB Programs, in the event of the following:
 - a. Failure to comply with the County of Riverside First Time Home Buyer Program Lender's Manuals and periodic Lender Bulletins issued by the County;
 - b. Failure to submit all outstanding documentation within ten (10) days of loan closing;
 - c. Withholding information that would result in applicant or property disqualification from the County FTHB Program;
 - d. Negligent or fraudulent misstatements or actions regarding the County FTHB Program;
 - e. Failure to conduct reasonable verification of applicant qualifications for the County FTHB Programs;
 - f. Failure to maintain complete applicant records for minimum of (7) years after loan closing; and/or
 - g. Uncured breach of this Agreement.
24. The Lender agrees to participate in the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Index survey efforts directed quarterly by the HWS by providing the following information to HWS, (i) mortgage interest rates, (ii) home purchase prices of first-time home buyers within the County, and (iii) home purchase prices of non-first-time home buyer within the County. Lenders may credit the participation as community involvement.

25. Lender shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

II. CONDUCT OF LENDER

1. Lender covenants, represents, and warrants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Lender's performance under this Agreement. Lender further covenants, represents and warrants that no person or subcontractor having any such interest shall be employed or retained by Lender under this Agreement. Lender agrees to inform the County in writing of all Lenders' interests, if any, which are or may be perceived as incompatible with the County's interests.
2. Lender shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Lender is doing business or proposing to do business, in accomplishing the work under this Agreement.
3. Lender and its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

III. GENERAL TERMS

1. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and terminate on **June 30, 2036**, unless terminated sooner in accordance with Section 3. below.
2. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign this Agreement ("Effective Date"). If the parties sign this Agreement on more than one date, then the last date the Agreement is signed by a party shall be the Effective Date.
3. TERMINATION
 - a. County may terminate this Agreement without cause upon 30 days written notice delivered to Lender stating the extent and effective date of such termination.
 - b. County may, upon five (5) days written notice, terminate this Agreement for

Lender's default, if Lender refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

- c. After receipt of the notice of termination, Lender shall:
 - i. Stop all work under this Agreement on the date specified in the notice of termination; and
 - ii. Transfer to County and deliver in the manner as directed by County, any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to County.
- d. Lender's rights under this Agreement shall terminate upon dishonesty or a willful or material breach of this Agreement by Lender; or in the event of Lender's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.
- e. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or this Agreement.

4. RECORDS, REPORTS, ACCESS

- a. The Lender shall maintain complete files for each County FTHB Programs applicant for at least seven (7) years.
- b. Authorized County representatives shall have the right to monitor, assess and evaluate the Lender's performance under this Agreement.
- c. Lender shall make available, upon written request by any duly authorized federal, state, or local agency, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of Lender's costs related to this Agreement. All such books, documents and records shall be maintained by Lender for at least five years following termination of this Agreement and be available for audit by the County. Lender shall provide to the County reports and

information related to this Agreement as requested by County.

5. COMPLIANCE WITH LAWS AND REGULATIONS

- a. The Lender warrants that it is familiar with the rules and regulations of the HOME Program, as published in 24 CFR Part 92, as may be amended from time to time, and the requirements established by the County, including, but not limited to, the County of Riverside First Time Home Buyer Program Lender's Manual.
- b. The Lender hereby agrees to comply with all provisions of applicable federal, state, and local law, regulations and guidelines including, but not limited to, the Housing and Economic Recovery Act of 2008.

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

With respect to any action or claim subject to indemnification herein by Lender, Lender 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 Lender's indemnification to Indemnities as set forth herein.

Lender's obligation hereunder shall be satisfied when Lender has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Lender's obligations to indemnify and hold harmless the Indemnities herein from third party claims.

In the event there is conflict between this clause and California Civil Code section 2782, this clause shall be interpreted to comply with Civil Code section 2782. Such interpretation shall not relieve the Lender from indemnifying the Indemnities herein from third party claims.

The obligations of Lender required herein to indemnify and hold harmless the Indemnitees shall survive the expiration and termination of this Agreement.

7. NOTICES AND CONTACT PERSON

- a. Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth in Section 7.c. below. In the event that the Lender, including branch offices corresponding to the various agents (identified in writing to HWS pursuant to section 9 below), moves or changes its address or telephone number, the Lender shall notify HWS in writing, within 15 calendar days of the new information.
- b. The Lender shall designate one person to serve as the Lender's contact person for the County FTHB Program.
- c. The Lender contact person's responsibilities include:
 - i. Updating information provided to all County FTHB Program related personnel in a timely manner; and
 - ii. Notifying HWS in writing, within 15 calendar days of any reassignment regarding their role as contact person.

Contact Person for the Lender shall be:

Name: _____

Address: _____

Telephone: _____

FAX: _____

E-Mail Address: _____

Contact Person for HWS shall be:

Name: JUAN GARCIA, HWS Deputy Director

Address: 3403 Tenth Street, Suite 300, Riverside, CA 92501

Telephone: (951) 955-0784

FAX: (951) 374-3098

E-Mail Address: jugarcia@rivco.org

8. ADMINISTRATION/CONTRACT LIASON. The Development Manger of the Housing and Workforce Solutions Department, or designee, shall administer this Agreement on behalf of the County.

9. LENDER'S AUTHORIZED AGENT

a. In addition to the Lender's contact person, for each of the Lender's branch offices, the Lender shall designate one employee ("County FTHB Programs Lender officer") who will be responsible for submitting the names of Lender's authorized agents (collectively hereinafter referred to as "Agent") as described below as well as the supervisor of such agents and their subordinates.

i. Submitting Agent's Name.

1. The County FTHB Programs Lender officer for the Lender participating branch, who is identified in Exhibit A, shall submit the name of the Agent to HWS after the Agent completes the required HWS training session. The County FTHB Program Lender officer shall complete the Statement of Homeownership

Programs Quality Commitment, attached hereto as Exhibit A, and return to the County no later than fourteen (14) days after the Effective Date.

2. Once the County receives the completed Statement of Homeownership Programs Quality Commitment, County will place the Agent on HWS's Participating Lender's list, which is made available to the public and provided on HWS's website.
3. The Agent's name shall be submitted to HWS at the address identified for HWS in Section 7.c. above.

b. Agent's Responsibilities. The Agent will be responsible for the following:

1. Submitting complete County FTHB Program applications to HWS.
2. Attending the HWS required training sessions.
3. Submitting complete closing documents to HWS within the time specified in the County of Riverside First Time Home Buyer Program Lender's Manuals.
4. Maintaining "active participation" status as defined in Part I. section 18, above.

c. Agent's Active Participation.

- i) To maintain compliance with the Statement of Homeownership Programs Quality Commitment, attached hereto as Exhibit A and incorporated herein by this reference, within six (6) months of the County FTHB Programs Lender officer submitting the Agent's name to HWS, the Agent shall submit one complete loan application to HWS resulting in HWS successfully funding any County FTHB Program loan. The aforementioned shall constitute "active participation" as defined in Part I, section 18. above.
- ii) An Agent who fails to achieve active participation, will be put on notice, and removed from the HWS's Participating Lender's List if a County FTHB Program loan is not issued during the following six (6) month period from the date of the notice. The inactive Agent will be excluded from further

participation in the County FTHB Program for a period of six (6) months from date of removal.

iii) After the above-mentioned six-month suspension period, Agent may participate after repeating the HWS required training session, if its corresponding Lender is still determined to have “active participation” status as defined in Part I Section 18 of this Agreement.

10. ENTIRE AGREEMENT. This Agreement, including any attachment or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
11. SECTION AND PARAGRAPH HEADINGS. Captions of the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
12. AUTHORITY TO EXECUTE
 - a. The undersigned certifies that, under penalty of perjury, he or she is authorized to sign this Agreement on behalf of the Lender. This Agreement shall not be effective unless and until the Lender provides a corporate resolution or other documentation satisfactory to the County showing that _____ (the person signing this Agreement) has the authority to sign this Agreement on behalf of the Lender.
 - b. This Agreement shall have no force or affect whatsoever unless and until it is signed by all Parties to this Agreement. Once signed by all Parties, this Agreement shall authorize and be binding upon the branch offices of Lender that are located in or serving the County of Riverside.
13. NO AGENCY RELATIONSHIP. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal

and agent or of partnership or of joint venture or of association between County and Lender.

14. AMENDMENTS OR MODIFICATIONS. No amendments or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by both County and Lender.
15. ASSIGNMENT. Lender shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment, novation, or operations of law without the prior written consent of the County.
16. WAIVER. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.
17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.
18. SEVERABILITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
19. COUNTERPARTS. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESSETH WHEREOF, this Agreement has been executed by and between the undersigned parties on the dates set forth below.

LENDER

Dated: _____ By: Company Name: _____

Signature of Authorized Person

FORM COPY - DO NOT SIGN

Typed Name of Authorized Person

Title

Address

City and Zip Code

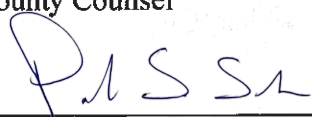
**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

Dated: _____ By: FORM COPY - DO NOT SIGN

JUAN GARCIA, HWS Deputy Director
3403 Tenth Street, Suite 300
Riverside, CA 92501

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 

Paula S. Salcido, Deputy County Counsel

NOTE: A photocopy of your STATE OF CALIFORNIA, DEPARTMENT OF CORPORATIONS LICENSE CERTIFICATE, AND a Corporate Resolution or other documentation referenced in Section 40 of this Agreement must be attached to this Agreement. If the Lender is using a "Doing Business As" (DBA) name, it must also submit a copy of the DBA statement or assumed name certificate filed with the State or County.

FTHB EXHIBIT "A"

Statement of Homeownership Programs Quality Commitment

July 1, 2023 to June 30, 2036

As a loan officer of this company, I realize that the Riverside County Department of Housing and Workforce Solutions ("HWS") has the right to set minimum quality standards for lender participation in the Homeownership Programs, and that failure to meet these standards may result in cessation of the company's participation. This company will make every effort to prepare its personnel to participate in the Homeownership Programs successfully, and to meet the following Homeownership Programs Quality Work Standards:

1. Lending company personnel receive training in the Homeownership Programs before being assigned to prepare and submit Homeownership Programs packages.
2. Homeownership Programs packages submitted to HWS have less than four errors per package. A "correction package" which repeats the errors of the original package will not receive a second opportunity for correction.
3. Each Lender enrolled in the Homeownership Programs designates a Homeownership Programs Officer for each participating branch. The responsibilities include: (1) making HWS's Homeownership Programs updates through regular issuance of Bulletin or Alert available to all Homeownership Programs-related personnel in a timely manner; (2) notifying HWS of any re-assignment regarding their role as Homeownership Programs Officer.
4. Lender is aware that a reservation of Homeownership Program funds does not constitute a loan approval or guarantee by the HWS to disburse funds; but only reserves said funds to be used in conjunction with the approval and funding of the mortgage as indicated in the escrow instructions.
5. Lender must notify HWS of any Homeownership Programs funding reservations which should be cancelled and provide a written reason for cancellation within five (5) days of such cancellation.
6. If the Closing Lender is different than the Originating Lender, it is the Originating Lender's responsibility and obligations under the Homeownership Programs to submit all necessary closing documentation to HWS.
7. Lender shall submit all closing documentation within five (5) business days of Loan Closing.
8. Buyers shall be treated fairly, receiving a full and accurate explanation about the Homeownership Programs. For questions which the Lender cannot answer, the buyer shall be referred to HWS.
9. The Homeownership Programs designated officer identified in this exhibit for the participating branch must submit name of authorized lender's agent submitting the Homeownership Programs application to HWS after the agent's completion of the required HWS training session. Upon receipt of such request the names of the authorized agent will be placed in the HWS participating Lender's List made available to the public and in the HWS website. In order to ensure the Statement of Quality Commitment of this Agreement, each of the authorized Lender's agent will be subjected to the active participation. The authorized agent will be required to have successfully submit one complete Homeownership Programs package to HWS resulting in HWS issuing a Homeownership Loan within six (6) months from the date the Homeownership Programs officer submitting the agent names to HWS. This active participation applies to the Homeownership Programs Officer as well if the Homeownership Programs Officer is acting as the agent. Failure to achieve this will cause the agent's name to be removed from the HWS

FTHB EXHIBIT "A"

participating Lender's List and will be excluded from further participation in the Homeownership Programs for a period of six months from that date. Lender's agent that wishes to further participate after that six-month suspension period must re-take the training as long as the Lender is still in the active participation status.

10. The Homeownership Programs Officer(s) designated below have been informed of their responsibility to provide all company employees with any new information pertaining to the Homeownership Programs. The Lender will notify County immediately, should there be a change in this assignment.

Lender Name: _____

Homeownership Programs Lender Participating Branch: _____

Homeownership Programs Officer (**Branch Manager**) Name and Title: _____

Branch Manager's Original "Wet Signature" Required

Homeownership Programs Officer (**Branch Manager**) Signature: _____

Date: _____

Mailing Address of the Branch: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

I authorize the following agent to submit a Homeownership Programs application to HWS and further authorize their names and information below be placed on HWS's Participating Lender's List. I further acknowledge that the agent has completed HWS's required training session.

1. Agent (**Loan Officer**) Name: _____

Lender Participating Branch: _____

Agent's Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

For Office Use Only:
<input type="checkbox"/> FTHB
<input type="checkbox"/> NEEDS TRAINING

Mail to:

Riverside County Department of Housing and Workforce Solutions, Attention Housing,
3403 Tenth Street, Suite 300, Riverside, CA 92501

OFFICIAL BUSINESS
No fee for Recording per
California Government
Code Section 27383

Recording Requested by and
When Recorded Return to:

COUNTY of Riverside
Housing & Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attention: **DS name**

APN: **Assessor Parcel #**

File #: **RivCo FTHB file/loan #**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AGREEMENT

This Covenant Agreement ("Covenant Agreement") is made this **INSERT DAY** of **INSERT MONTH**, 20**23** by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and **HOMEOWNER(S) Name(s), Vesting** (collectively "HOMEOWNER(S)"). COUNTY and HOMEOWNER(S) are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

- I. **WHEREAS**, in connection with the COUNTY's HOME First Time Home Buyers Assistance Program ("HOME") and the COUNTY's administration of the HOME Investment Partnerships Program (Title II of the Cranston-Gonzales National Affordable Housing Act, Public Law No. 101-625, 104 State 4079 (1990), as amended, and 24 CFR Part 92) ("Home Program");
- II. **WHEREAS**, these HOME funds may be used to provide down payment assistance to eligible low-income households to directly assist in the purchase of a residential property, such as a single-family home, condominium or new manufactured home located within COUNTY of Riverside's thirteen (13) cooperating cities and unincorporated areas;
- III. **WHEREAS**, in connection with COUNTY's HOME First Time Home Buyer Program ("Program"), qualified low-income household may receive up to twenty percent (20%) of the sales price, not to exceed \$75,000.00 for down payment assistance in the purchase of a residential property, such as a single-family home, condominium or new

manufactured home located within COUNTY of Riverside's thirteen (13) cooperating cities and unincorporated areas;

- IV. **WHEREAS**, HOMEOWNER(S) has purchased the property located at **Street Number and Name, City, State and Zip Code** ("Property") as specifically identified and described by the following legal description: **LEGAL DESCRIPTION & APN**
- V. **WHEREAS**, COUNTY provided financial assistance to HOMEOWNER(S) in the amount of **SPELL OUT AMOUNT** Dollar (**\$X.XXX.00**) ("COUNTY Loan") evidenced by that certain HOME First Time Home Buyer Program Disclosure Statement dated **INSERT LOAN DOCS DATE** ("Loan Disclosure") and recorded concurrently in the Official Records of the Recorder's Office of Riverside COUNTY ("Official Records"), that certain Deed of Trust, Security Covenant Agreement and Fixture Filing With Assignment of Rent in favor of COUNTY dated **INSERT LOAN DOCS DATE** and recorded concurrently in the Official Records ("COUNTY Deed of Trust"), and that certain Promissory Note executed by HOMEOWNER(S) in favor of COUNTY dated **INSERT LOAN DOCS DATE** ("COUNTY Note") used to pay towards down payment to purchase said Property;
- VI. **WHEREAS**, the Loan Disclosure, the COUNTY Promissory Note, and COUNTY Deed of Trust, and this Covenant Agreement are referred collectively as the "COUNTY Loan Documents";
- VII. **WHEREAS**, pursuant to the COUNTY Loan Documents, the Property shall be owned and occupied by a qualified Low-Income Household (defined below) for a period of fifteen (15) years from the date this Covenant Agreement is recorded in Official Records, without regard to a transfer of ownership; and
- VIII. **WHEREAS**, the Parties desire to memorialize HOMEOWNER(S)'s obligation to maintain the affordability restrictions of the Property pursuant to the COUNTY Loan Documents, the Program, and this Covenant Agreement, as more specifically set forth below.

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

ARTICLE 1 – TERMS OF AFFORDABILITY

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

Affordability Period.

b. Affordability

For a period of no less fifteen (15) years from the date this Covenant Agreement is recorded in the Official Record of the COUNTY of Riverside (“Affordability Period”), the Property shall be owned and occupied by a qualified Low-Income Purchaser/HOMEOWNER(S) (as defined in (e) and (f) below. In addition, during the Affordability Period , any transfer of the Property by the HOMEOWNER(S) or any subsequent HOMEOWNER(S) shall be subject to the provisions of this Covenant Agreement. All subsequent HOMEOWNER(S) shall qualify as an Eligible Purchaser as the term is defined in section (f) below.

c. Non-Permitted Transfer Defined. “Non-Permitted Transfer” shall mean any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property, including unpermitted financing or refinancing of the Property. Without limited the generality of the foregoing, non-permitted transfers shall include:

- i. A transfer by devise, inheritance or intestacy to a party who does not meet the definition of Low-Income Household (defined below);
- ii. A life estate;
- iii. Creation of a joint tenancy interest;
- iv. A gift of all or any portion of the Property;
- v. Any voluntary conveyance of the Property; or
- vi. A refinance or any mortgage loan encumbering the Property not approved in writing by the COUNTY.

d. Permitted Transfer Defined. “Permitted Transfer” shall mean the following transfers of title or interest therein:

- i. A transfer resulting from the death of HOMEOWNER(S) where the transfer is to the spouse who is also a HOMEOWNER(S);
- ii. A transfer by the HOMEOWNER(S) to his/her spouse where the spouse becomes the co-owner of the Property and enters into an assumption Loan Agreement relating to any existing mortgage loan and this Covenant Agreement;
- iii. A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement Agreement incidental to such a decree which requires the Homeowners to continue to make loan payments by which a spouse who is an obligor becomes the sole Homeowner of the Property; or
- iv. A transfer into an inter vivos trust which the HOMEOWNER(S) or HOMEOWNER(S)s are beneficiaries.

e. Low Income Defined. “Low-Income” shall mean a household having an income equal to or less than eighty percent (80%) Median Income Limit for Riverside COUNTY, established by HUD, with adjustments for smaller and larger families except that HUD may establish income ceilings higher or lower than eighty percent (80%) of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. pursuant to HOME regulations.

- f. **Eligible Purchaser.** “Eligible Purchaser” shall mean a household that meets all of the following qualifications:
- i. A household who intends to occupy the Property as its principal place of residence;
 - ii. A household with an income equal to or less than eighty percent (80%) Median Income Limit for Riverside COUNTY, established by HUD pursuant to HOME regulations; Income is subject to verification by COUNTY.
 - iii. A household that pledges not to lease or rent the Property during the fifteen (15) year Affordability Period.

ARTICLE 2 - MAINTENANCE REQUIREMENTS

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

- d) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words, and pictures, shall be removed and any necessary painting or enhancement completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to HOMEOWNER(S) from COUNTY.
- e) **Trash.** All trash shall, for the term of this Covenant Agreement, be collected and placed in appropriate areas for pick-up by refuse haulers on normal trash pick-up days or hauled away, in a timely manner, by HOMEOWNER(S) to an appropriate COUNTY-approved dump site if trash service is not available.
- f) **Landscaping.** All exterior areas of the PROPERTY that are not buildings, driveways, or walkways shall, for the term of this Covenant Agreement, be adequately and appropriately landscaped and maintained. The landscaping shall meet the minimum standards set from time to time by the COUNTY. Landscaping on the PROPERTY, including front, back, and side yards and parkways shall be absent of the following:
- (i) Lawns with grasses in excess of six (6) inches in height;
 - (ii) Untrimmed hedges causing a nuisance to the public right of way;
 - (iii) Trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;
 - (iv) Trees and shrubbery grew uncontrolled without proper pruning;
 - (v) Vegetation so overgrown as to be likely to harbor rats or vermin;
 - (vi) Dead, decayed, or diseased trees, weeds, and other vegetation;
 - (vii) Inoperative irrigation system(s), if any; and
 - (viii) Parkway with ground cover in excess of eighteen (18) inches in height.

ARTICLE 3 –INSURANCE AND TAXES.

- a. HOMEOWNER(S) shall maintain property insurance and flood insurance, if applicable listing the COUNTY as additional insured for the Term of this Covenant Agreement. HOMEOWNER(S) shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included withing the term “extended coverage,” and such hazards, including floods and flooding. In addition to the insurance requirements set forth in this paragraph, this insurance shall be maintained in the amount of the replacement value of the improvements located on the Property.
- b. The insurance carrier providing the insurance shall be chosen by the HOMEOWNER(S). All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in a form acceptable to COUNTY. COUNTY shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security Covenant Agreement with a lien, which has priority over this Covenant Agreement. COUNTY shall be named as a loss payee as its interest shall appear and be named as an additional insured. If COUNTY requires, HOMEOWNER(S) shall promptly give to COUNTY copies of all receipts of paid premiums and renewal notices. In the event of a loss, HOMEOWNER(S) shall give prompt notice to the insurance carrier, any senior lender, and the COUNTY. COUNTY may make proof of loss if not made promptly by any senior lender or the HOMEOWNER(S).

- c. Unless COUNTY and HOMEOWNER(S) otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, or COUNTY Loan would be lessened, the insurance proceeds shall be applied to the sums set forth in this Covenant Agreement, whether or not then due, with any excess paid to the HOMEOWNER(S).
- d. If the Property is abandoned by HOMEOWNER(S), or if the HOMEOWNER(S) fails to respond to COUNTY within thirty (30) days from the date notice is mailed by COUNTY to HOMEOWNER(S) that the insurance carrier offers to settle a claim for insurance benefits, COUNTY is authorized to collect and apply the insurance proceeds at COUNTY's option either to restoration or repair of the Property or to the COUNTY Loan amount.
- e. HOMEOWNER(S) shall pay before delinquency all taxes and assessments affecting said property, when due, and all encumbrances, charges, and liens, with interest, on said property or any part thereof.
- f. Should HOMEOWNER(S) fail to make any payment or to do any act herein provided, then COUNTY, but without obligation to do so and upon written notice to or demand upon HOMEOWNER(S) and without releasing HOMEOWNER(S) from any obligation hereof, may make or do the same in such manner and to such extent as COUNTY may deem necessary to satisfy such delinquency. The costs borne by COUNTY from such payment shall become a charge, which HOMEOWNER(S) shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

ARTICLE 4-TRANSFER

- a) **Notice of Transfer.** In the event the HOMEOWNER(S) intends to Transfer the Property, the HOMEOWNER(S) shall promptly notify the COUNTY in writing within thirty (30) days of such intent. Prior to executing any documents affecting such a transfer, the HOMEOWNER(S) shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer,") by certified mail return receipt requested, to Housing and Workforce Solutions, 3403 10th St. Suite 300, Riverside, California 92501, Attention: Deputy Director, or such other address as the COUNTY may designate. The HOMEOWNER(S) has the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow to purchase the Property.
- b) **COUNTY's Options to Designate an Eligible Purchaser.** In the event the HOMEOWNER(S) wishes to sell the Property within the Term of this Covenant Agreement period, HOMEOWNER(S) shall use best efforts and shall have the right to sell the Property to an Eligible Purchaser. In the event the HOMEOWNER(S) proposes to Transfer the Property to a purchaser or a transferee who is not an Eligible Purchaser, the COUNTY shall have the right to terminate the Covenant Agreement and demand **Repayment of Loan upon Default** as defined in Article 8, paragraph b, The COUNTY shall have the right but not the obligation to exercise the rights contained herein in its sole and absolute discretion.

- c) **Designation of Eligible Purchaser.** Upon receipt of the Notice of Intent to Transfer, the COUNTY shall have the right, but not the obligation, to designate an Eligible Purchaser to purchase the Property in the manner set forth hereunder, if the HOMEOWNER(S) proposed transferee is not an Eligible Purchaser. The notification to HOMEOWNER(S) regarding the option to designate an Eligible Purchaser shall be sent by certified mail, return receipt requested.
- d) **Receipt of Notice of Intent to Transfer.** Within thirty (30) days of receipt by the COUNTY of the Notice of Intent to Transfer, the COUNTY shall: (1) determine whether the proposed transferee is an Eligible Purchaser; (2) inspect the Property during reasonable hours, upon five (5) days advance notice to HOMEOWNER(S), HOMEOWNER(S) shall permit the COUNTY access to the Property for such purposes; and (3) notify the HOMEOWNER(S) regarding whether or not the COUNTY intends to exercise its right to demand **Repayment of Loan upon Default** as defined in Article 8, section b.

ARTICLE 5 - NON-DISCRIMINATION

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

any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Loanee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

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

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

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

ARTICLE 6 – TERM

- a) **First Recording Position.** Notwithstanding anything to the contrary, this Covenant Agreement shall be recorded in the Official Records in First Priority.
- b) **Term.** The term of this Covenant Agreement shall be for fifteen (15) years from the date of recordation of this Covenant Agreement in the Official Records of Recorder’s Office of the COUNTY of Riverside (“Term”), at which time this Covenant Agreement shall expire by its

own terms. That notwithstanding, the covenants against discrimination set forth in Article 5 shall run in perpetuity. Advanced payment in full or in part of the COUNTY Loan owing to the COUNTY, does not solely release this Covenant Agreement and the HOMEOWNER(S)s obligations thereunder. Once affordability period has passed, COUNTY shall draw release notice documents (the "Notice of Release"). The COUNTY shall record the Notice to Release in the Official Records.

- c) **Non-liability of the COUNTY.** In no event shall the COUNTY become in any way liable or obligated to the HOMEOWNER(S) or to any successor-in-interest of the HOMEOWNER(S) by reason of its rights set forth in this Covenant Agreement to the HOMEOWNER(S) or any successor-in-interest of the HOMEOWNER(S) for the COUNTY's failure to exercise any such rights set forth herein.
- d) **Binding on Successor and Assigns.** This Covenant Agreement shall bind, and the benefit hereof shall inure to the HOMEOWNER(S), and to his/her or their respective heirs, legal representative executors, successors in interest and assigns, and to the COUNTY and its successors except as provided in Article 4 paragraph (d)(3). Provided, however, upon a release of this Covenant Agreement pursuant to Article 8 paragraph (b), this Covenant Agreement shall not thereafter reattach.
- e) **Invalid Provisions.** If any one or more of the provisions contained in this Covenant Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in this Covenant Agreement, and this Covenant Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- f) **Controlling Law.** The terms of this Covenant Agreement shall be interpreted under the laws of the State of California.
- g) **Interpretation of Restrictive Covenants.** The terms of this Covenant Agreement shall be interpreted to encourage to the extent possible that the maximum sale price of and mortgage payments for the Property remain affordable to households having an income equal to or less than the eighty percent (80%) Median-Income limit for Riverside COUNTY, established by HUD, pursuant to HOME Investment Partnership Program.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

- a) HOMEOWNER(S) hereby declares the express intent that the covenants and restrictions set forth in this Covenant Agreement shall run with the land, and shall bind HOMEOWNER(S), its executors, administrators and assigns, and all persons claiming under or through HOMEOWNER(S) and all successors in title to the PROPERTY for the Term of this Covenant Agreement. Each and every contract, deed, or other instruments hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instruments.

- b) At the point of initial occupancy, of each and every successor or assign in interest, the household occupying the housing unit shall be Low Income as defined in Article 1, paragraph e) above.

ARTICLE 8 - DEFAULT AND REMEDIES

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

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

- b) **Notice and Cure.** Prior to executing any remedies hereunder, COUNTY shall give HOMEOWNER(S) notice of such default. Any monetary default shall be cured within ten (10) days of such written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days, HOMEOWNER(S) shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days, and HOMEOWNER(S): (a) initiate corrective action within said period, and (b) diligently, continually and in good faith work to effect a cure as soon as possible, then HOMEOWNER(S) shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event later than sixty (60) days.
- c) **Repayment of Loan upon Default.** In the event of default, HOMEOWNER(S) shall be required to pay to COUNTY the entire amount of a Loan herein disbursed as downpayment for Property on behalf of the HOMEOWNER(S) referred to herein as ("Repayment of Loan upon Default"). Such payment shall be delivered to the COUNTY no later than fifteen (15) days after the notice is mailed to HOMEOWNER(S) and any outstanding amounts shall be a lien against the Property until repaid, with interest at the highest rate permitted by law. Upon payment in full of the amounts owing to the COUNTY, COUNTY shall release this Covenant Agreement and the Loan Agreement from the Property (the "Notice of Release"). The COUNTY shall record the Notice to Release with the COUNTY Recorder of the COUNTY of Riverside.
- d) **Nuisance.** The result of every act or omission whereby any of the covenants contained in this Covenant Agreement are violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance,

either public or private, shall be applicable against every such result and may be exercised by any HOMEOWNER(S) or its successors in interest, without derogation of COUNTY's rights under law.

- e) **Costs of Enhancement.** The costs borne by COUNTY from such acts and work of protection, maintenance, and enhancement pursuant to Article 8, paragraph f, including a reasonable administrative charge, shall become a charge, which HOMEOWNER(S) shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.
- f) **Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Covenant Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- g) **Failure to Enforce.** The failure to enforce any of the covenants contained in this Covenant Agreement shall be not constituted a waiver of the right to enforce the same thereafter and HOMEOWNER(S) hereby waives and releases any statute of limitations defense in connection with any COUNTY action or proceedings to protect, assert or enforce any rights or remedy contained herein and in the Loan Covenant Agreement.

ARTICLE 9 – GENERAL PROVISIONS

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

COUNTY	HOMEOWNER(S)
HWS – Deputy Director	
3403 Tenth Street, Ste. 300	
Riverside, CA 92501	

- b) **Request for Notice of Default and Sale.** The COUNTY shall cause a Request for Notice for Default and Sale to be recorded on the Property subsequent to the recordation of any First Lien deed of trust or mortgage requesting a statutory notice of any notice of default and any notice of sale as set forth in California Civil Code Section 2924b. The recordation of the Request for Notice for Default and Sale shall not be deemed to waive the COUNTY's right to receive any other notices required by statute or otherwise.
- c) **Additional Encumbrances.** The initial HOMEOWNER(S) and any subsequent HOMEOWNER(S) subject to these Covenant Agreements may not encumber the Property without the prior written consent of the COUNTY.

- d) **Monitoring.** During each fiscal year for the next fifteen (15) years, the HOMEOWNER(S) can be selected for a random compliance review. The annual reporting period is from July 1st to June 30th. If selected, the HOMEOWNER(S) shall report to the COUNTY, in writing, confirm that they continue to reside in the Property, have not leased or rented the Property, provide evidence of insurance, evidence of the payment of taxes, if not impounded, and provide any and all other information reasonably requested by the COUNTY to assure compliance with the terms of the Covenant Agreement on a form or forms prepared by the COUNTY. Within fifteen (15) days of a written request from the COUNTY to the HOMEOWNER(S), HOMEOWNER(S) shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of the Covenant Agreement. Failure to completely and timely comply with requests shall be deemed a material default under the terms of the Covenant Agreement.
- e) **Enforcement.** If a violation of any of the covenants or provisions of this Covenant Agreement remains uncured after the respective time period set forth in Article 8, COUNTY and its successors and assigns, without regard to whether the COUNTY or its successors and assigns is a HOMEOWNER(S) of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by HOMEOWNER(S) of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.
- f) **Covenants Running with the Land.** All conditions, covenants, and restrictions contained in this Covenant Agreement shall be covenants running with the land for the Term of this Covenant Agreement, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and assigns, against HOMEOWNER(S), its successors, and assigns, to or of HOMEOWNER(S)'s interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The COUNTY shall be deemed the beneficiary of the covenants, conditions, and restrictions of this Covenant Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is a HOMEOWNER(S) of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions, and restrictions contained in this Covenant Agreement shall not benefit nor be enforceable by any other HOMEOWNER(S) of real property except the COUNTY.

[Remainder of the Page Intentionally Blank]

[Signatures of the Following Page]

IN WITNESS WHEREOF, COUNTY and HOMEOWNER(S) have executed this
Covenant Agreement as of the dates set forth below.

COUNTY:

HOMEOWNER(S):

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

HOMEOWNER(S) Name(s), Vesting

By: _____
Juan Garcia
Deputy Director

By: _____
HOMEOWNER(S) #1 Name

Date: _____

Date: _____

By: _____
HOMEOWNER(S) #2 Name

Date: _____

(Signatures on this page must be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

NOTICE OF EXEMPTION



Certification of Exemption for HUD funded projects

Determination of activities not subject to 24 CFR 58.34(a)
May be subject to provisions of Sec 58.6, as applicable

Project Title: Approval and adoption of the 2024-2029 Five Year Consolidated Plan, 2024-2025 One Year Action Plan, Citizen Participation Plan, and the Riverside County Assessment of Fair Housing Report.

Project Description: Pursuant to 24 CFR Part 570, 24 CFR Part 91, and the Citizen Participation Plan, the Board of Supervisors is authorized to approve and adopt the 2024-2029 Five Year Consolidated Plan, the 2024-2025 One Year Action Plan, Citizen Participation Plan, and the Riverside County Assessment of Fair Housing Report for the HUD CPD-funded CDBG, ESG, and HOME programs.

Address: 3403 10th Street, Suite 300, Riverside CA, 92501

Funding Source: CDBG HOME ESG HOPWA EDI Other:

I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

	1. Environmental and other studies, resource identification and the development of plans and strategies;
	2. Information and financial services;
✓	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child-care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Engineering or design costs;
	9. Technical assistance and training;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, you do not have to submit a Request for Release of Funds (RROF), and no further approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. However, the responsible entity must still document in writing its compliance with and/or applicability of "other requirements" per 24CFR58.6 (included with this document).

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Susana Orozco, Principal DS
Preparer Name & Title (please print)

Juan Garcia, Deputy Director Community & Housing Development
Responsible Entity Name & Title


Preparer Signature 7/1/2024
Date


Responsible Entity Signature 7/1/24
Date

**ENVIRONMENTAL
EXEMPTION DOCUMENTATION**

To: County Clerk and Recorder's Office
County of Riverside
2720 Gateway Drive
Riverside, CA 92507

From: Housing and Workforce Solutions (CDBG)
County of Riverside
10th Street, Suite 300,
Riverside, CA 92501

Project Title: Approval and adoption of the 2024-2029 Five Year Consolidated Plan, the 2024-2025 One Year Action Plan, Citizen Participation Plan, and the Assessment of Fair Housing Report

Grant No.: B-24-UC-06-0506; E-24-06-0506; and M-24-UC-06-0530

Description of Project: Pursuant to 24 CFR Part 570, 24 CFR Part 91, and the Citizen Participation Plan, the Board of Supervisors is authorized to approve and adopt the 2024-2029 Five Year Consolidated Plan, the 2024-2025 One Year Action Plan, Citizen Participation Plan, and the Assessment of Fair Housing Report for the HUD CPD-funded CDBG , ESG, and HOME programs.

Project Location: Throughout Riverside County

Project Proponent: Housing and Workforce Solutions for the County of Riverside


CALIFORNIA ENVIRONMENTAL QUALITY ACT

Project Description: The project - approval and adoption of the 2024-2029 Five Year Consolidated Plan, the 2024-2025 One Year Action Plan, Citizen Participation Plan, and Assessment of Fair Housing Report, for the HUD CPD-funded CDBG , ESG, and HOME programs is an administrative planning action that will only have financial effect. It can be seen with certainty that there is no possibility that the action will have a significant effect on the environment and will not lead to any direct or reasonably indirect physical impacts.

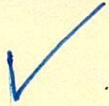
Exempt Status: (Check one)

- Ministerial (Section 21080 (b) (1); Section 15268);
- Declared Emergency [Section 21080 (b) (3); Section 15239(a)];
- Emergency Project [Section 21080 (b) (4); Section 15269 (b) (c)];
- Statutory Exemption (Section Number: _____)
- Categorical Exemption: Class 1 (Section Number: _____)
- These activities are not subject to CEQA [pursuant to Section 15061 (b) (3)]**
- Other

Environmental Specialist:  Date: **July 1, 2024**
Susana Orozco, Principal Development Specialist

Certifying Officer:  Date: **July 1, 2024**
Juan Garcia, HWS Deputy Director – CDBG/HOME/ESG Programs

Phone: 951-955-8126



Riverside County Board of Supervisors
Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Ryan Serna

Address: _____
(Only if follow-up mail response requested)

City: Corona Zip: 92878

Phone #: 310 283 1265

Date: 7/30 Agenda # 19.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: Ryan Serna

Parking validations available for speakers only – see Clerk of the Board.

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. **Speakers are prohibited from bringing signs, placards, or posters into the hearing room.**

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:

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SPEAKER'S NAME: LAMONDO GREEER - CORONA NORCO FAMILY YMCA

Address: _____
(Only if follow-up mail response requested)

City: _____ Zip: _____

Phone #: 951-289-5098

Date: 7/30/24 Agenda # 19.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: LAMONDO GREEER

Parking validations available for speakers only – see Clerk of the Board.

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October 23, 2024

Chuck Washington, Chair, Board of Supervisors
 County of Riverside
 3403 Tenth St. #300
 Riverside, CA 92501

SUBJECT: Fiscal Year 2024 Grant Agreement Transmittal

Dear Mr. Washington:

The Los Angeles Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$7,452,148.00
HOME Investment Partnerships (HOME)	\$2,071,517.28
Emergency Solutions Grants (ESG)	\$607,106.00
Total FY 2024 Award	\$10,130,771.28

Plan Approval

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Grant Agreement (or Funding Approval/Agreement) you will be entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, and award terms and conditions that apply to those funds and activities.

Please note the special conditions that may be attached to each agreement.

HOME Program Resale/Recapture Requirements

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination. HUD has

reviewed your resale and/or recapture provisions and has determined that the provisions included in the Plan comply with the requirements at 24 CFR 92.254(a)(5).

Affirmatively Furthering Fair Housing

On February 9, 2023, HUD published in the Federal Register a [Notice of Proposed Rulemaking \(NPRM\) entitled “Affirmatively Furthering Fair Housing.”](#) The proposed rule implements the Fair Housing Act’s statutory mandate to affirmatively further fair housing (AFFH), which directs HUD to ensure that the agency and its program participants proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in opportunities, and foster inclusive communities free from discrimination. The public comment period ended on April 24, 2023, and HUD is in the process of finalizing the rule. More information, including a Fair Housing Planning Toolkit, updates, and, once published, the final rule, is available [here](#). **The AFFH Interim Final Rule (86 FR 30779) remains in effect during proposed rulemaking.**

Preventing Waste, Fraud, and Abuse and Whistleblower Protections

Preventing waste, fraud, and abuse of Federal funds is a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its [online hotline form](#).

Please be reminded of the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. Grantee must inform employees in writing of their rights and remedies.

Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Subaward Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime grant recipients and prime contractors) use to capture and report subaward and executive compensation data to meet the FFATA reporting requirements. For FSRS reporting, prime awardees will report on all subawards they make. In accordance with 2 CFR part 170, prime awardees awarded a Federal grant are required to file a FFATA subaward report by the end of the month following the month in which the prime awardee awards any subaward equal to or greater than \$30,000 in Federal funds. Additional information can be found on the FSRS website, at <https://www.fsr.gov/>.

Revised Federal Uniform Guidance (2 CFR Part 200)

In April 2024, the Office of Management and Budget (OMB) issued revised OMB Guidance for Grants and Agreements, which is now called the OMB Guidance for Federal Financial Assistance. In this update, there have been significant changes made to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, commonly known as the “Uniform Guidance.” More information on these revision is available [here](#) and [here](#). Of particular note, the revisions increase of the **Single Audit threshold** from \$750,000 to \$1 million and the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of Modified Total Direct Costs (MTDC). The revisions to 2 CFR Part 200, Subpart F (Audit Requirements) will be effective for fiscal years beginning on or after October 1, 2024. The rest of the changes will take effect on October 1, 2024, for (1) awards issued on or after October 1, 2024, and (2) awards HUD has expressly made subject to the regulations as may be amended.

Environmental Review Requirements

You are reminded that all activities are subject to the provisions at 24 CFR Part 58 (Environmental Review Procedures). Furthermore, funds for certain activities may not be obligated or expended until HUD has approved a Request for Release of Funds (RROF) and issued an Authority to Use Grant Funds (AUGF). A RROF must be signed by a certifying officer and submitted to HUD along with proof of public notice. Until the AUGF has been issued, no HUD funds can be committed. If the project or activity is Exempt per 24 CFR 58.34 or Categorically Excluded Not Subject to 58.5 per 24 CFR 58.35(b), no RROF is required.

On April 23, 2024, HUD published the [Federal Flood Risk Management Standard \(FFRMS\) Final Rule](#) to better protect communities from flooding. This Rule amends HUD’s existing floodplain regulations to require a greater level of flood protection for HUD-funded projects. The Rule, with a compliance date of June 24, 2024, applies to all CPD programs (with the exception of HTF) as part of the environmental review process. Additional information can be found at https://www.hud.gov/program_offices/comm_planning/environment_energy/ffrms.

Build America, Buy America (BABA)

The Build America, Buy America (BABA) Act established a Buy America Preference (BAP) which requires that certain CPD-funded infrastructure projects procure all iron and steel, construction materials, and manufactured products from domestic sources, unless exempted by a general or project-specific waiver. HUD issued a Phased Implementation Waiver that phases in the BAP based on the program funding and materials used. In FY24, the BAP will apply to additional covered CPD programs and materials. Grantees are encouraged to utilize BABA resources on the [HUD Exchange](#), including the CPD BABA Implementation Guidance, for information on how to determine if the BAP applies to a specific project and resources to maximize the flexibilities provided by current HUD general waivers.

Executing the Agreement

Please execute each agreement with electronic signature and date and return to this office to CPDLA@hud.gov Please ensure the Chief Elected Official or authorized official

electronically signs the agreement and maintain a copy of each signed agreement in your local program files.

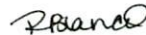
Indirect Cost Rate Addendum: New for FY2024, the authorized official **must** complete the Indirect Cost Rate Addendum to each agreement. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Complete this section in full by applying the authorized official's name, title, date, and signature. For grantees electing to use the *de minimis* indirect cost rate: As noted above, under the 2024 Revisions to 2 CFR Part 200, the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of MTDC. For FY2024 grants, any grantee that elects to use the *de minimis* indirect cost rate, and indicates this selection on the Indirect Costs Rate Addendum to the agreement (2nd checkbox), is permitted to utilize the *de minimis* rate of up to 15 percent when the 2 CFR revisions become effective on October 1, 2024, regardless of whether the grant agreement is executed before, on, or after October 1, 2024. However, Grantees using the *de minimis* rate may only apply the higher rate to MTDC amounts that are incurred on or after October 1, 2024.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

To establish a Line of Credit for Fiscal Year 2024 grant funds, you will need to sign, execute and return one copy of each agreement. If you need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please complete an IDIS Online Access Request Form (HUD 27055), notarize it, and return it to this office. Additionally, if you need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

HUD congratulates County of Riverside on your grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Geoffrey Gilbert, CPD Representative at (213) 534-2563 or geoffrey.j.gilbert@hud.gov.

Sincerely,



Rebecca Blanco, Director
Office of Community Planning and
Development

Enclosure(s)

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match the name associated with 3b.) and Address County of Riverside 3403 Tenth St., Suite 300 Riverside, CA 92501		2. Grant Number (Federal Award Identification Number (FAIN)) M24-UC060530	
		3a. Tax Identification Number 956000930	3b. Unique Entity Identifier (formerly DUNS) MN1HJ72DTDF9
		4. Appropriation Number 86 4/7 0205	5. Budget Period Start and End Date FY 2024 through FY 2032
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)			\$2,071,517.28
a. Formula Funds			\$2,071,517.28
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
8. Revised Obligation			\$
a. Formula Funds			\$
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 9/23/2024	
11. Indirect Cost Rate* See Addendum		12. Period of Performance Start and End Date Date in Box #10 - 09/30/2033	

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee must complete the Addendum to Agreement Grantee Indirect Cost Rate(s) (Addendum) and return it to HUD with this Agreement. The Addendum will be incorporated into and made part of this Agreement, if, and only if, the rate information provided by Grantee in the Addendum is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

The Grantee shall comply with the requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) [2023-05698.pdf \(govinfo.gov\)](https://www.govinfo.gov/2023-05698.pdf), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections: Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee- as well as personal services contractor- who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Rebecca Blanco, CPD Director	14. Signature 	15. Date 9/23/2024
16. For the Grantee (Name and Title of Authorized Official) <i>Chick Washington, Board of Supervisors, Chair</i>	17. Signature 	18. Date 9/30/2024

FORM APPROVED COUNTY COUNSEL
BY: *PAULA S. SALCIDO* DATE: **11-13-2024** Page 1
JUL 30 2024 **19.2**
ATTEST: **KIMBERLY A. RECTOR, Clerk** form HUD-40093
By *Shammy* **DEPUTY**

Initial Agreement

Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2024	86 4/7 0205	HMF (N)	\$2,069,205.70
2023	86 3/6 0205	HMF (M)	\$2,311.58

Supplement to Agreement M24-UC060530

Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
HWS-Community Housing Development HOME	0 %	NA
	%	
	%	

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

Date (mm/dd/yyyy):

Name of Authorized Official:

Chuck Washington

Signature:

X  7/30/2024

Title:

Chair, Board of Supervisors

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

FORM APPROVED COUNTY COUNSEL

BY:  11-13-2024
PAULA S. SALCIDO DATE

General Instructions: This Agreement is used for one of three purposes: 1) the initial Agreement between HUD and the Participating Jurisdiction (PJ) that obligates HOME formula funds; 2) the initial Agreement between HUD and the PJ/entity that obligates Community Housing Development Organization (CHDO) competitive reallocation funds; 3) the amendment to the Agreement that deobligates an amount of a PJ/entity's HOME funds previously obligated because of a reduction of funds by HUD.

For all initial Agreements - The Agreement (HUD-40093) must have an original or electronic signature by the appropriate HUD official, who is usually the Community Planning and Development (CPD) Director in the Field Office. After the HUD official signs the Agreement, it must be sent to the jurisdiction (or entity) for signature. The jurisdiction (or entity) must sign or electronically sign the Agreement and should retain a copy for its records. The jurisdiction (or entity) must return the signed Agreement to the HUD Field Office. The HUD Field Office must forward the executed Agreement to the CFO National Accounting Center for recording and retain a copy for the Field Office files.

For amendments to the Agreement that deobligate funds because of a reduction by HUD - after notification from the Headquarters' Office of Affordable Housing (OAHP) to proceed, the Agreement (HUD-40093) must be signed or electronically signed by the appropriate HUD official, who is usually the CPD Director in the Field Office. **It is not** necessary to have the jurisdiction sign the form. (Also, please See #8 below) The Field Office should send one copy to the jurisdiction (or entity) for its records. Forward the HUD signed amendment to the CFO National Accounting Center to initiate the deobligation. Email a copy to Headquarters, OAHP, Financial and Information Services Division so that Headquarters can track the deobligation. Retain a copy for the Field Office files.

1. **Participant Name and Address.** The participating jurisdiction's (or entity's) name and address as shown in Box 4 of Standard Form 424.
2. **Grant Number.** The applicable grant number assigned by the HUD for the PJ/entity that corresponds to the fiscal year source of funds for this transaction.
- 3a. **Tax Identification Number. Enter the Tax (Employer). Identification Number (TIN)** shown in Box 8b of Standard Form 424. For jurisdictions (or entities) that are already participating in the HOME Program, this must be the TIN associated

with the jurisdiction (or entity) for the HOME Program.

- 3b. **Unique Entity Identifier.** The identifier required for SAM registration to uniquely identify business entities shown in Box 8c of Standard Form 424 (formerly known as DUNS). For jurisdictions (or entities) that are already participating in the HOME Program, this must be the Unique Entity Identifier associated with the jurisdiction (or entity) for the HOME Program.
4. **Appropriation Number.** The Appropriation Number from the HUD-185 sub-assigning funds for the Fiscal Year source of funds for this transaction.
5. **Budget Start and End Date.** Indicate the fiscal years of funds for this transaction.
6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this participant for this FY source of funds.
 - a. **Formula Funds.** Enter the total amount of formula funds previously obligated to the participant. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0". If this is a funding approval form for reallocating or deobligating funds, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
 - b. **Community Housing Development Organization (CHDO) Competitive Reallocation.** Enter the amount of funds previously obligated to the PJ/entity by competition for CHDOs. If this is a funding approval form for reallocating or deobligating funds previously allocated by competition for CHDOs, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
7. **Current Transaction.** Enter the total amount of funds for this action. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
 - a. **Formula Funds.** Of the amount indicated in Box 7, indicate the amount that is for formula funds. If this is a formula fund deobligation, show the distribution of that amount of funds in Box 7a.1 CHDO funds and/or Box 7a.2 non-CHDO funds.
 1. **CHDO.** Of the amount indicated in Box 7a, indicate the amount that is CHDO funds. If none, enter "0." Note: If this is a CHDO competitive reallocation, enter the amount in 7b.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

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2. **Non-CHDO.** Of the amount indicated in Box 7a, indicate the amount that is Non-CHDO funds. If none, enter "0."
- b. **CHDO Competitive Reallocation or Deobligation.** Of the amount indicated in Box 7, indicate the amount that is reallocated or deobligated from the CHDO competition funds.
8. **Revised Obligation.** Enter the total amount of funds available to the jurisdiction (or entity) after this transaction (Box 6 plus/minus Box 7). Most grants have several source years of funds, therefore, the funding information in #20 must be filled out with the applicable source year of funds and amounts to be deobligated.
- a. **Formula Funds.** Enter the total amount of formula funds available to the participating jurisdiction after this transaction (Box 6a plus/minus Box 7a).
- b. **CHDO Competitive Reallocation.** Enter the total amount of funds available to the PJ/entity as a competitive reallocation for CHDOs after this transaction (Box 6b plus/minus Box 7b).
9. **Special Conditions.** If applicable, check the box and attach any special conditions that are part of the Agreement.
10. **Federal Award Date.** This is the date of obligation which is the **initial date of the HUD Authorized Official's signature** (Box 15) This date of the initial obligation does not change regardless of the Agreement being amended for a deobligation because of a reduction by HUD.
11. **Indirect Cost Rate.** If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, complete the Addendum to Agreement Grantee (Indirect Cost Rate(s), including the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414(f)), and the direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTCD)). If the rate information provided by Recipient in the Addendum is consistent with the applicable requirements in 2 CFR Part 200, the Addendum will be incorporated into and made part of the Agreement. The Recipient also shall provide HUD with a revised schedule if changes occur, and shall become incorporated herein upon HUD's amendment to the Agreement. If there are more than four agencies/departments carrying out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include indirect cost rates for subrecipients.
12. **Period of Performance.** Performance begins on the **initial date of the HUD Authorized Official's signature** (Box 15 and Box 10) and ends on September 30th¹ of the 6th fiscal year after the expiration of the period of availability for obligation.
13. **For the U.S. Department of HUD (Name and Title of Authorized Official).** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
14. **Signature.** The authorized HUD official signs the Agreement here.
15. **Date.** Enter the date the authorized HUD official signed the form. In the case of initial agreements. This is also the same date as the **Federal Award Date**, date of obligation (Box 10).
16. **For the Participating Jurisdiction/Entity (Name and Title of Authorized Office).** Enter the name and title of the official authorized to sign on behalf of the participating jurisdiction/entity. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
17. **Signature of PJ/Entity Official.** The PJ/entity official signs the Agreement here. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
18. **Date.** Enter the date the PJ/Entity official signs the Agreement. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

19. Type of Agreement. Check either Initial Agreement or Amendment #. If an amendment, indicate the amendment number.

20. Funding Information. For each source year of funding, the following information is provided: Source year of Funds, Appropriation Code, PAS Code (with fiscal year indicator code), and amount.

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address County of Riverside 3403 Tenth St., Suite 300 Riverside, CA 92501		2. Unique Federal Award Identification Number: E-24-UC-06-0506
		3. Tax Identification Number: 956000930
		4. Unique Entity Identifier: MN1HJ72DTDF9
5. Fiscal Year (yyyy): 2024		
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$607,106
8. Total Amount of Federal Funds Obligated		\$607,106
9. Total Required Match		\$607,106
10. Total Amount of Federal Award Including Match		\$1,214,212
11. Start Date of Recipient's Program Year (07/01/2024)	12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) (08/08/2024)	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy) 9/23/2024
14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> X Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Specific Conditions <input checked="" type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy) 9/22/2026

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any specific conditions HUD applies under 2 CFR 200.208, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The Recipient must complete the Addendum to Agreement "Recipient Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-24-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-24-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Recipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of

JUL 30 2024 19.2

**Addendum # 1 to Agreement # E-24-UC-06-0506
Recipient's Indirect Cost Rate(s)**

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
HWS-Community & Housing Development ESG	0 %	NA
	%	
	%	

Name of Authorized Official:

Chuck Washington

Signature:

X 

Date (mm/dd/yyyy):

7/30/2024

Title:

Chair, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR, Clerk

By  DEPUTY

Instructions for the Recipient's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendix VII to Part 200.

FORM APPROVED COUNTY COUNSEL
BY:  11-13-2024
PAULA S. SALCIDO DATE

JUL 30 2024 19.2

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) County of Riverside	3a. Grantee's 9-digit Tax ID Number 95600930	3b. Grantee's 9-digit DUNS Number MN1HJ72DTDF9 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3403 Tenth St., Suite 300 Riverside, CA 92501	4. Date use of funds may begin 07/01/2024	
	5a. Project/Grant No. 1 B-24-UC-06-0506	6a. Amount Approved \$7,452,148.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Chin Woo Choi		Grantee Name (Contractual Organization) County of RIVERSIDE	
Title Acting CPD Director		Title Chair, Board of Supervisors	
Signature DocuSigned by: X CHIN WOO CHOI 06C7318E450E417	Date (mm/dd/yyyy) 11/22/2024	Signature X Chuck Washington	Date (mm/dd/yyyy) 07/30/2024

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 07/01/2024	

11. Amount of Community Development Block Grant			
	FY 2024	FY 2023	
a. Funds Reserved for this Grantee			
b. Funds now being Approved	\$7,451,996.00	\$ 152.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Chuck Washington Title Chair, Board of Supervisors Signature X Chuck Washington

ATTEST:
KIMBERLY A. RECTOR, Clerk
By: [Signature] DEPUTY

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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FORM APPROVED COUNTY COUNSEL
BY: [Signature] PAULA S. SALCIDO DATE 12/5/2024

JUL 30 2024 19.2

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement "Grantee Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.
- (j) The Grantee shall attend the CDBG timeliness workshop as noted and described

**in the letter invitation from HUD entitled “CDBG Timeliness Workshop:
Working Together to Address Noncompliance with Timely Expenditure
Requirements: Community Development Block Grant (CDBG) Program.”**

**Addendum # 1 to Agreement B-24-UC-06-0506
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	0 %	
	0 %	
	0 %	

Name of Authorized Official:
CHUCK WASHINGTON

Signature:

Date (mm/dd/yyyy):

Title:
CHAIR, BOARD OF SUPERVISORS

X  07/30/2024

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

BY 
DEPUTY
ATTEST:
KIMBERLY A. RECTOR, Clerk



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Los Angeles Field Office, Region IX
300 N. Los Angeles Street, Suite 4054
Los Angeles, California 90012

November 25, 2024

Chuck Washington, Chair
Board of Supervisors
County of Riverside
3403 Tenth St. #300
Riverside, CA 92501

SUBJECT: Fiscal Year 2024 Grant Agreement Transmittal

Dear Mr. Washington:

The Los Angeles Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$7,452,148.00
HOME Investment Partnerships (HOME)	\$2,071,517.28
Emergency Solutions Grants (ESG)	\$607,106.00
Total FY 2024 Award	\$10,130,771.28

Plan Approval

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Grant Agreement (or Funding Approval/Agreement) you will be entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, and award terms and conditions that apply to those funds and activities.

Please note the special conditions that may be attached to each agreement.

HOME Program Resale/Recapture Requirements

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination. HUD has

reviewed your resale and/or recapture provisions and has determined that the provisions included in the Plan comply with the requirements at 24 CFR 92.254(a)(5).

Affirmatively Furthering Fair Housing

On February 9, 2023, HUD published in the Federal Register a [Notice of Proposed Rulemaking \(NPRM\)](#) entitled “Affirmatively Furthering Fair Housing.” The proposed rule implements the Fair Housing Act’s statutory mandate to affirmatively further fair housing (AFFH), which directs HUD to ensure that the agency and its program participants proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in opportunities, and foster inclusive communities free from discrimination. The public comment period ended on April 24, 2023, and HUD is in the process of finalizing the rule. More information, including a Fair Housing Planning Toolkit, updates, and, once published, the final rule, is available [here](#). **The AFFH Interim Final Rule (86 FR 30779) remains in effect during proposed rulemaking.**

Preventing Waste, Fraud, and Abuse and Whistleblower Protections

Preventing waste, fraud, and abuse of Federal funds is a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its [online hotline form](#).

Please be reminded of the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. Grantee must inform employees in writing of their rights and remedies.

Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Subaward Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime grant recipients and prime contractors) use to capture and report subaward and executive compensation data to meet the FFATA reporting requirements. For FSRS reporting, prime awardees will report on all subawards they make. In accordance with 2 CFR part 170, prime awardees awarded a Federal grant are required to file a FFATA subaward report by the end of the month following the month in which the prime awardee awards any subaward equal to or greater than \$30,000 in Federal funds. Additional information can be found on the FSRS website, at <https://www.fsr.gov/>.

Revised Federal Uniform Guidance (2 CFR Part 200)

In April 2024, the Office of Management and Budget (OMB) issued revised OMB Guidance for Grants and Agreements, which is now called the OMB Guidance for Federal Financial Assistance. In this update, there have been significant changes made to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, commonly known as the “Uniform Guidance.” More information on these revision is available [here](#) and [here](#). Of particular note, the revisions increase of the **Single Audit threshold** from \$750,000 to \$1 million and the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of Modified Total Direct Costs (MTDC). The revisions to 2 CFR Part 200, Subpart F (Audit Requirements) will be effective for fiscal years beginning on or after October 1, 2024. The rest of the changes will take effect on October 1, 2024, for (1) awards issued on or after October 1, 2024, and (2) awards HUD has expressly made subject to the regulations as may be amended.

Environmental Review Requirements

You are reminded that all activities are subject to the provisions at 24 CFR Part 58 (Environmental Review Procedures). Furthermore, funds for certain activities may not be obligated or expended until HUD has approved a Request for Release of Funds (RROF) and issued an Authority to Use Grant Funds (AUGF). A RROF must be signed by a certifying officer and submitted to HUD along with proof of public notice. Until the AUGF has been issued, no HUD funds can be committed. If the project or activity is Exempt per 24 CFR 58.34 or Categorically Excluded Not Subject to 58.5 per 24 CFR 58.35(b), no RROF is required.

On April 23, 2024, HUD published the [Federal Flood Risk Management Standard \(FFRMS\) Final Rule](#) to better protect communities from flooding. This Rule amends HUD’s existing floodplain regulations to require a greater level of flood protection for HUD-funded projects. The Rule, with a compliance date of June 24, 2024, applies to all CPD programs (with the exception of HTF) as part of the environmental review process. Additional information can be found at https://www.hud.gov/program_offices/comm_planning/environment_energy/ffrms.

Build America, Buy America (BABA)

The Build America, Buy America (BABA) Act established a Buy America Preference (BAP) which requires that certain CPD-funded infrastructure projects procure all iron and steel, construction materials, and manufactured products from domestic sources, unless exempted by a general or project-specific waiver. HUD issued a Phased Implementation Waiver that phases in the BAP based on the program funding and materials used. In FY24, the BAP will apply to additional covered CPD programs and materials. Grantees are encouraged to utilize BABA resources on the [HUD Exchange](#), including the CPD BABA Implementation Guidance, for information on how to determine if the BAP applies to a specific project and resources to maximize the flexibilities provided by current HUD general waivers.

Executing the Agreement

Please execute each agreement with electronic signature and date and return to this office to CPDLA@hud.gov Please ensure the Chief Elected Official or authorized official

electronically signs the agreement and maintain a copy of each signed agreement in your local program files.

Indirect Cost Rate Addendum: New for FY2024, the authorized official **must** complete the Indirect Cost Rate Addendum to each agreement. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Complete this section in full by applying the authorized official's name, title, date, and signature. For grantees electing to use the *de minimis* indirect cost rate: As noted above, under the 2024 Revisions to 2 CFR Part 200, the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of MTDC. For FY2024 grants, any grantee that elects to use the *de minimis* indirect cost rate, and indicates this selection on the Indirect Costs Rate Addendum to the agreement (2nd checkbox), is permitted to utilize the *de minimis* rate of up to 15 percent when the 2 CFR revisions become effective on October 1, 2024, regardless of whether the grant agreement is executed before, on, or after October 1, 2024. However, Grantees using the *de minimis* rate may only apply the higher rate to MTDC amounts that are incurred on or after October 1, 2024.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

To establish a Line of Credit for Fiscal Year 2024 grant funds, you will need to sign, execute and return one copy of each agreement. If you need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please complete an IDIS Online Access Request Form (HUD 27055), notarize it, and return it to this office. Additionally, if you need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

HUD congratulates County of Riverside on your grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Geoffrey Gilbert, CPD Representative at (213) 534-2563 or geoffrey.j.gilbert@hud.gov.

Sincerely,



Chin Woo Choi, Acting Director
Office of Community Planning and
Development

Enclosure(s)

Funding Approval/Agreement

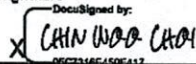

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) County of Riverside	3a. Grantee's 9-digit Tax ID Number 956000930	3b. Grantee's 9-digit DUNS Number MN1HJ72DITDF9 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 3403 Tenth St., Suite 300 Riverside, CA 92501	4. Date use of funds may begin 07/01/2024	
	5a. Project/Grant No. 1 B-24-UC-06-0506	6a. Amount Approved \$7,452,148.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Chin Woo Choi	Grantee Name (Contractual Organization) County of RIVERSIDE V. MANUEL PEREZ
Title Acting CPD Director	Title Chair, Board of Supervisors
Signature 	Signature 
Date (mm/dd/yyyy) 11/22/2024	Date (mm/dd/yyyy) 01/08/2025

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	9b. Date Grantee Notified (mm/dd/yyyy)	9c. Date of Start of Program Year 07/01/2024	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
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11. Amount of Community Development Block Grant		FY 2024	FY 2023
a. Funds Reserved for this Grantee			
b. Funds now being Approved	\$7,451,996.00	\$ 152.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only											
Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
							Project Number		Amount		
							Project Number		Amount		
							Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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FORM APPROVED COUNTY COUNSEL
 BY: AMY R. PHILLON
 DATE: 1/7/2025

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 DEPUTY

JUL 30 2024 19.2

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement "Grantee Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.
- (j) The Grantee shall attend the CDBG timeliness workshop as noted and described

**in the letter invitation from HUD entitled “CDBG Timeliness Workshop:
Working Together to Address Noncompliance with Timely Expenditure
Requirements: Community Development Block Grant (CDBG) Program.”**

**Addendum # 1 to Agreement B-24-UC-06-0506
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

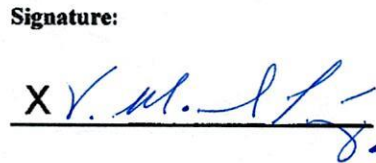
- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	0 %	
	0 %	
	0 %	

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

Name of Authorized Official:
V. MANUEL PEREZ

Signature:


Date (mm/dd/yyyy):
01/08/2025

Title:
Chair, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: 
AMRIT CHILLON
DATE: 1/7/2025

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

