

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



ITEM: 3.41
(ID # 25650)

MEETING DATE:

FROM : HOUSING AND WORKFORCE SOLUTIONS

Tuesday, August 27, 2024

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the ARPA Grant Agreement HWSCoC-0000077 and Covenant Agreement with Inspire Life Skills Training, Inc. for the Use of American Rescue Plan Act (ARPA) Funds for the Emergency Resilience/Shelter Projects; and Authorize the Chair of the Board to execute the ARPA Grant Agreement HWSCoC-0000077; District 2. [\$1,000,000 Total Cost - 100% Federal ARPA Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize Allocation not to exceed \$1,000,000 of the American Rescue Plan Act (ARPA) allocation from the Emergency Resilience/Shelters category, for Stabilization Housing/Navigation Center;
2. Approve ARPA Grant Agreement HWSCoC-0000077 and Covenant Agreement (Attachment A), with Inspire Life Skills Training, Inc. for the Emergency Resilience/Shelter Project, in an amount not to exceed \$1,000,000, effective upon signature of both parties through December 31, 2026, and authorize the Chair of the Board to execute 3 copies; and
3. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to take all necessary steps to implement the ARPA Grant Agreement and Covenant Agreement, including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.
4. Authorize the Purchasing Agent to issue Purchase Order(s) for ARPA Grant Agreement HWSCoC-0000077 with Inspire Life Skills Training, Inc. for the Emergency Resilience/Shelter Project for the total aggregate amount of \$1,000,000.

ACTION:Policy


Heidi Marshall, Director 8/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 27, 2024
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

On October 4, 2022 (Minute Order 3.44), the County of Riverside Department of Housing and Workforce Solutions (HWS) was awarded \$10 million in American Rescue Plan Act (ARPA) Corona Virus Relief Emergency Resilience/Shelter funding to invest the award equally among each supervisorial district (\$2 million per district).

District 2 received an allocation for \$2,000,000 from the ARPA Corona Virus Relief Fund – Emergency Resilience/Shelters Expansion for two (2) capital acquisition and development projects. On December 12, 2023 (Minute Order 3.26), the Board of Supervisors approved the ARPA Subrecipient Agreement and Covenant Agreement with the City of Corona for the Harrison HOPE Center (HOPE Center), for a total amount of \$1,000,000. The HOPE Center serves as a navigation center as well as a low-barrier shelter equipped with 40 beds to assist clients with crisis stabilization. The ARPA funds allocated to the HOPE Center will be used to pay for construction costs that the city incurred during the rehabilitation of the project.

HWS would now like to enter into an agreement for the second project in District 2 with Inspire Life Skills Training, Inc. Inspire is proposing to utilize \$1,000,000 in ARPA funds to acquire a single-family residence, and to make improvements to the existing home on the property to allow for the operation of housing 6 former foster and homeless youths. Inspire understands and agrees that grant funding is a one-time funding opportunity and must be fully expended by December 31, 2026. Staff recommends approval of the attached Form of the ARPA Grant Agreement and Covenant Agreement for the use of the ARPA funds for the Emergency Resilience/Shelter Projects as identified below.

District	City	Agency/Project	Target Population	Number of Beds	Allocated Amount
2	Corona	Inspire Life Skills Training Inc./ Inspire Home Acquisition	Foster and Homeless Youth	6	\$1,000,000

The investment for this project aligns with the County's Homeless Action Plan adopted by the Riverside County Board of Supervisor in March 2023, specifically addressing Action Area 3: Expand the Communities Capacity to Provide Safe and Effective Shelter and Interim Housing,

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with a goal of increasing the number of crisis housing beds (Emergency Shelter (ES), Safe Haven (SH), and Transitional Housing (TH)) in the system, geographically distributed by 25%. A regulatory agreement (Covenant) will be recorded on title of the property acquired insuring that the property remains for the intended use for a period of 55 years.

Of the budget, HWS is requesting that the Board of Supervisors approves an allocation of \$1,000,000 in ARPA funds for capital acquisition and development.

Project Summary

Inspire Home Acquisition Project

Inspire Life Skills Training Inc. is an education focused program that exists to break the cycle of abuse and poverty through stable housing, education, training, and mentorship for former foster youth at-risk of homelessness and current homeless youth with no family support. Their vision is to create a future where female program participants will attend college or vocational programs and life skills classes to use the tools provided to make productive, self-sufficient and positive life choices. Inspire is proposing to utilize \$1,000,000 in ARPA funding to acquire a single-family residence located in the City of Corona to serve 6 female program participants, plus the Resident Advisor, reserved for transitional housing that will be utilized to provide affordable housing to vulnerable former foster and/or homeless youth who are enrolled in the Inspire Hope Program.

Inspire Hope, the core program, provides stable and affordable housing, mentoring, mental health counseling, life skills training, leadership development, case management, and access to health and wellness services to former foster or homeless youth who do not have family support. Youth enroll in local, accessible community colleges or vocational programs while living in Inspire homes in a dorm-like setting. Education is a primary focus of the Inspire program, as it is crucial for breaking the cycle of abuse and poverty and fostering well-rounded life preparedness.

The County retains the right to approve the site of the new project before property acquisition. If Inspire is unable to acquire the proposed property, HWS will work with Inspire to identify a new site. The ARPA Grant Agreement will be finalized and executed between County and Inspire Life Skills Training, Inc. upon acceptance of offer.

Impact on Residents and Businesses

This project will have a positive impact for both residents and businesses of Riverside County. The project offers vital survival resources for unsheltered youths who are experiencing homelessness in Riverside County, this includes shelter, food, and other basic needs viable for an individual to begin their journey to success upon obtaining housing and employment. As a result, they are more likely to become a positive contribution to their communities, increasing safety within residential neighborhoods, public areas and for the surrounding businesses, and increasing opportunities for even dispensation of resources within the community.

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Additional Fiscal Information

There will be no impact upon the County's General Fund; the County's contribution to the Projects will be fully funded with the County's federal allocation of ARPA funds. The funding dedicated to capital acquisition must be fully expended in FY 24/25.

ATTACHMENTS:

- Attachment A: ARPA Grant Agreement HWSCoC-0000077 and Covenant Agreement with Inspire Life Skills Training, Inc.

Prev.Agn.Ref.: (06/25/2024; 3.33)
(12/12/2023; 3.26)
(07/11/2023; 3.18)
(10/04/2022; 3.44)



Meghan Hahn, Director of Procurement

8/22/2024



Brianna Lontajo, Principal Management Analyst

8/21/2024



Aaron Gettis, Chief of Deputy County Counsel

8/12/2024

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

3 This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT
4 FUNDS ("Agreement") by and between the COUNTY OF RIVERSIDE, a political subdivision
5 of the State of California ("COUNTY") and INSPIRE LIFE SKILLS TRAINING, INC., a
6 California nonprofit corporation, ("GRANTEE"). The COUNTY and GRANTEE may be
7 individually referred to herein as a "Party" and collectively as the "Parties". This Agreement, for
8 the use of U.S. Department of the Treasury ("U.S. Treasury") Coronavirus State and Local Fiscal
9 Recovery Funds ("SLRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2),
10 amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA" or the
11 "Act", is made and entered into as of the Effective Date (defined herein).

12 RECITALS

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

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

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

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

26 WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second
27 installment allocation of APRA funds to focus on projects and/or programs that serve as a
28

1 pathway to create affordable housing with necessary supporting infrastructure to assist low-
2 income communities disproportionately affected by the COVID-19 pandemic; and

3 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay the costs to acquire a
4 single-family residence identified as the Project, and if necessary, improve the existing home on the
5 Property to allow for the operation of up to six (or such greater number as may be accommodated
6 in compliance with applicable law and permitting requirements) Affordable Units that will house
7 former foster and/or homeless youths ("Project"), as more specifically described in the Exhibit
8 A – Scope of Work. The Project will be located at 212 E. Olive St., Corona, CA 92879, more
9 specifically known as Assessor's Parcel Number 109-041-023, and as more specifically described
10 in the legal description attached hereto and incorporated herein as **Exhibit A**; and

11 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial assistance
12 to GRANTEE in the maximum amount of One Million Dollars (\$1,000,000) consisting of SLFRF
13 funds, to fund the Acquisition and Improvements of the Project costs, also known as the Inspire
14 Home Acquisition, as more fully described herein; and

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

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

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

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

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

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

- 14 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in
15 **Section 14** below.
- 16 b. Fund the Project in accordance with the timeline set forth in **Exhibit B and C**.
- 17 c. Operate the Project in such a manner so that it will remain available to the
18 Qualified Population for the Affordability Period as defined in **Section 17**
19 below.
- 20 d. Maintain the Project in compliance with applicable local, state, federal laws,
21 codes and regulations, including but not limited to the ARPA rules, as further
22 described in **Section 20** below until the expiration of the Term of this
23 Agreement set forth in **Section 6** below, and the Affordability Period set forth
24 in **Section 17** below.
- 25 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules
26 and GRANTEE shall expend the SLFRF funds by December 31, 2026.
27 GRANTEE shall demonstrate to the COUNTY, in the COUNTY’s sole and
28 absolute discretion, that the SLFRF funds are deemed fully expended in

1 compliance with the ARPA Rules.

2 3. RESERVED.

3 4. ARPA GRANT. Subject to GRANTEE's satisfaction of the conditions precedent
4 to disbursement of the ARPA Grant set forth in **Section 14** below, COUNTY shall distribute the
5 ARPA Grant to GRANTEE.

6 5. PRIOR COUNTY APPROVAL.

7 a. Except as otherwise expressly provided in this Agreement, approvals required
8 of the COUNTY shall be deemed granted by the written approval of the
9 Director of Housing and Workforce Solutions ("HWS"), or designee.
10 Notwithstanding the foregoing, the Director may, in their sole discretion, refer
11 to the governing body of the COUNTY any item requiring COUNTY
12 approval; otherwise, "COUNTY approval" means and refers to approval by
13 the Director of HWS, or designee.

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

17 6. TERM OF AGREEMENT. This Agreement shall become effective upon the
18 Effective Date, as defined in **Section 58** below, and unless terminated earlier pursuant to the
19 terms hereof, shall continue in full force and effect until the later to occur of (i) December 1,
20 2079 or (ii) fifty-five (55) years from the recordation of the Notice of Completion in the Official
21 Records to acquire the Property for which improvements are to be completed for the Project
22 ("Term of Agreement").

23 7. GRANTEE'S REPRESENTATIONS. GRANTEE represents and warrants to
24 COUNTY as follows:

25 a. Authority. GRANTEE has full right, power, and lawful authority to enter into
26 this Agreement and accept the ARPA Grant and undertake all obligations as
27 provided herein. The execution, performance, and delivery of this Agreement
28 by GRANTEE have been fully authorized by all requisite actions on the part

1 of GRANTEE.

- 2 b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution,
3 delivery and performance of its obligations under this Agreement will not
4 constitute a default or a breach under contract, agreement or order to which
5 GRANTEE is a party or by which it is bound.
- 6 c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.
- 7 d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition
8 which would cause any of the warranties and representations in this **Section 7**
9 not to be true as of close of escrow, immediately give written notice of such
10 fact or condition to COUNTY. Such exception(s) to a representation shall not
11 be deemed a breach by GRANTEE hereunder but shall constitute an exception
12 which COUNTY shall have the right to approve or disapprove if such
13 exception would have an effect on the value and/or operation of the Project.

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

18 9. NOTICE TO PROCEED. GRANTEE shall not execute a contract with the
19 Contractor(s), prior to receiving written authorization from COUNTY to proceed ("Notice to
20 Proceed").

21 10. CONTRACT WITH CONTRACTOR(S).

- 22 a. After receiving the Notice to Proceed, GRANTEE shall promptly enter into a
23 contract with the Contractor(s).
- 24 b. GRANTEE shall ensure that the Contractor(s) are skilled in the professional
25 calling necessary to perform the WORK and have the requisite experience and
26 knowledge necessary to perform the WORK. GRANTEE shall ensure that the
27 Contractor(s) perform the WORK in conformance to and consistent with the
28 standards generally recognized as being employed by professionals in the
same discipline in the State of California. GRANTEE shall verify that

1 Contractor(s) possesses current and valid licenses and certifications in
2 compliance with any local, State, and Federal laws and regulations relative to
3 the WORK to be performed and that the WORK will be performed by properly
4 trained and licensed staff.

5 c. GRANTEE shall require the WORK to be carried out in compliance with all
6 applicable laws, including, but not limited to, all State and Federal laws, rules,
7 and regulations that pertain to construction, including but not limited to
8 payment of prevailing wages, health and safety, labor, fair employment
9 practices, environmental protection, equal opportunity, fair housing, and all
10 other matters applicable and/or related to ARPA, the GRANTEE, the
11 GRANTEE's Contractor(s), including subcontractors, and the WORK. In the
12 event that there is a conflict between the various laws or regulations that may
13 apply, the GRANTEE shall ensure that the Contractor(s) complies with the
14 more restrictive law or regulation.

15 d. GRANTEE shall ensure that Contractor(s) will complete the WORK in
16 accordance with the expenditure deadlines set forth in this AGREEMENT.

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

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

28 "Force Majeure Delay" is delay due to Force Majeure that, in each case, (i)
materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is

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

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

25 14. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS.
26 COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to
27 GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse
28

1 any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have
2 been satisfied:

- 3 a. GRANTEE executes this Agreement and delivers to COUNTY;
- 4 b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- 5 c. RESERVED;
- 6 d. GRANTEE is not in default under the terms of this Agreement or any other
7 agreement related to the financing of the Project;
- 8 f. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE
9 hires a qualified professional firm to review and monitor Davis Bacon and/or
10 prevailing wage compliance for all submissions of contractors certified
11 payrolls to COUNTY. In the event that the Project requires prevailing wages,
12 GRANTEE shall comply with, and shall require its contractors and
13 subcontractors performing work on the Project, to pay prevailing wages, use a
14 skilled and trained workforce, and adhere to any applicable labor regulations
15 and all State laws in connection with the construction of the Project, including
16 but not limited to Article 1 (commencing with Section 1720) of Part 7 of
17 Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section
18 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees
19 and acknowledges that it is the responsibility of GRANTEE to obtain a legal
20 determination, at GRANTEE's sole cost and expense, as to whether prevailing
21 wages must be paid during the construction of the Project. If the Project is
22 subject to prevailing wages, then GRANTEE shall be solely responsible to pay
23 its contractors and subcontractors the required prevailing wage rates.
24 GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from
25 and against any and all liability arising out of and related to GRANTEE's
26 failure to comply with any and all applicable Davis Bacon and/or prevailing
27 wage requirements; and
28

- 1 g. GRANTEE executes the Covenant Agreement, substantially conforming in
2 form and substance to the Covenant Agreement attached hereto and
3 incorporated herein as **Exhibit J**, and delivers to the County of Riverside.

4 GRANTEE agrees to the following conditions and will submit documentation to
5 COUNTY, 90 days upon the close of escrow.

- 6 a. GRANTEE provides evidence it has submitted the project application to the
7 City of Corona. Grantee shall use the ARPA Grant Funds towards entitlement
8 costs and fees to obtain the necessary entitlement approvals, (i.e. approval of
9 the development plan or condo map, building permits, or other construction
10 related permits, including but not limited to a grading permit, or an
11 encroachment permit), and to develop improvements to the property that are
12 being proposed as outlined in Exhibit B;

- 13 b. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all
14 persons, contractors, consultants, businesses, etc. (“Developer Associates”),
15 are conducting business with, are not presently debarred, proposed for
16 debarment, suspended, declared ineligible, or voluntarily excluded from
17 participation or from receiving federal contracts or federally approved
18 subcontracts or from certain types of federal financial and nonfinancial
19 assistance and benefits with the Excluded Parties Listing System (“EPLS”).
20 EPLS records are located at www.sam.gov; and

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

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

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

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

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

17. TERMS OF AFFORDABILITY. The Project in the City of Corona, shall remain occupied and available to Qualified Populations, pursuant to **Section 21** below, **Exhibit A**, and the Covenant Agreement attached hereto as **Exhibit J**, until the later of (i) fifty-five (55) years from the recordation of the Notice of Completion in the Official Records for the purchase of the single residence for which improvements have been completed for the Project, or (ii) December 1, 2079 ("Affordability Period").

18. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project

1 (“General Contractor”), shall procure and maintain or cause to be maintained, at its sole cost and
2 expense, the following insurance coverages during the Term of this Agreement as specified in
3 this Section below.

- 4 a. Builder’s All Risk (Course of Construction) Insurance. In order to commence
5 construction on the property, GRANTEE shall first obtain the necessary
6 agency Project approvals and permits. (“Entitlement Period”) During the
7 Entitlement Period, there shall be no construction activities on the Project.
8 Therefore, GRANTEE shall not be required to maintain Builder’s All Risk
9 Insurance commencing from the Effective Date of this Agreement and ending
10 on the issuance of the Notice to Proceed by the COUNTY. Upon receiving a
11 Notice to Proceed from the COUNTY and as a condition precedent to entering
12 into any construction contract with a Contractor (as defined in Section 10),
13 GRANTEE shall cause General Contractor to provide a policy of Builder’s All
14 Risk (Course of Construction) insurance coverage including (if the work is
15 located in an earthquake or flood zone or if required on financed or bond
16 financing arrangements) coverage for earthquake and flood, covering the
17 COUNTY, GRANTEE and every subcontractor, of every tier, for the entire
18 Project, including property to be used in the construction of the work while
19 such property is at off-site storage locations or while in transit or temporary
20 off-site storage. Such policy shall include, but not be limited to, coverage for
21 fire, collapse, faulty workmanship, debris removal, expediting expense, fire
22 department service charges, valuable papers and records, trees, grass,
23 shrubbery and plants. If scaffolding, false work and temporary buildings are
24 insured separately by the GRANTEE or others, evidence of such separate
25 coverage shall be provided to County prior to the start of the work. Such policy
26 shall be written on an all risk basis and a completed value form. Such policy
27 shall cover the full insurable value. Such policy shall also provide coverage
28 for temporary structures (on-site offices, etc.), fixtures, machinery and

1 equipment being installed as part of the work. GRANTEE shall be responsible
2 for any and all deductibles under such policy. Upon request by COUNTY,
3 GRANTEE shall declare all terms, conditions, coverages and limits of such
4 policy. Such policy shall name the COUNTY as a loss payee as their interest
5 may appear. If the County so provides, in its sole discretion, the All Risk
6 (Course of Construction) insurance for the Project, then GRANTEE shall
7 assume the cost of any and all applicable policy deductibles (currently,
8 \$50,000 per occurrence) and shall insure its own machinery, equipment, tools,
9 etc. from any loss of any nature whatsoever.

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

18 c. Commercial General Liability Insurance. Grantee shall maintain Commercial
19 General Liability insurance coverage, including but not limited to, premises
20 liability, unmodified contractual liability, products and completed operations
21 liability, personal and advertising injury, and cross liability coverage, covering
22 claims which may arise from or out of CONTRACTOR'S performance of its
23 obligations hereunder. Policy shall name the COUNTY as Additional Insured.
24 Policy's limit of liability shall not be less than \$2,000,000 per occurrence
25 combined single limit. If such insurance contains a general aggregate limit, it
26 shall apply separately to this agreement or be no less than two (2) times the
27 occurrence limit. Policy shall name the COUNTY as Additional Insureds.
28

- 1 d. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
2 performance of the obligations under this Agreement, then CONTRACTOR
3 shall maintain liability insurance for all owned, non-owned or hired vehicles
4 so used in an amount not less than \$1,000,000 per occurrence combined single
5 limit. If such insurance contains a general aggregate limit, it shall apply
6 separately to this agreement or be no less than two (2) times the occurrence
7 limit. Policy shall name the COUNTY as Additional Insureds.
- 8 e. 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
11 less than A: VIII (A:8) unless such requirements are waived, in writing,
12 by COUNTY Risk Manager. If COUNTY's Risk Manager waives a
13 requirement for a particular insurer such waiver is only valid for that
14 specific insurer and only for one policy term.
- 15 (ii) GRANTEE, or Grantee on behalf of General Contractor, must declare
16 its insurance self-insured retentions. If such self-insured retentions
17 exceed \$500,000 per occurrence such retentions shall have the prior
18 written consent of COUNTY Risk Manager before the commencement
19 of operations under this Agreement. Upon notification of self-insured
20 retention unacceptable to COUNTY, and at the election of COUNTY's
21 Risk Manager, GRANTEE's or General Contractor's, as applicable,
22 carriers shall either: (a) reduce or eliminate such self-insured retention
23 as respects this Agreement with COUNTY, or (b) procure a bond which
24 guarantees payment of losses and related investigations, claims
25 administration, and defense costs and expenses.
- 26 (iii) GRANTEE shall cause GRANTEE's and General Contractor's
27 insurance carrier(s) to furnish the County of Riverside with copies of
28 the Certificate(s) of Insurance and Endorsements effecting coverage as

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

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

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

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

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

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

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

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

1 retained for the most recent five (5) year period, until five (5) years after the Affordability Period
2 terminates. If any litigation, claim, negotiation, audit, or other action has been started before the
3 expiration of the regular period specified, the records must be retained until completion of the
4 action and resolution of all issues which arise from it, or until the end of the regular period,
5 whichever is later.

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

- 11 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
12 "Equal Employment Opportunity", as amended by Executive Order 11375 of
13 October 13, 1967, and as supplemented in Department of Labor Regulations
14 (41 CFR Part 60). The GRANTEE will not discriminate against any employee
15 or applicant for employment because of race, color, religion, sex, or national
16 origin. GRANTEE shall ensure that all qualified applicants will receive
17 consideration for employment without regard to race, color, religion, sex or
18 national origin. The GRANTEE will take affirmative action to ensure that
19 applicants are employed and the employees are treated during employment,
20 without regard to their race color, religion, sex, or national origin. Such actions
21 shall include, but are not limited to, the following: employment, up-grading,
22 demotion, or transfer; recruitment or recruitment advertising; rates of pay or
23 other forms of compensation; and selection for training, including
24 apprenticeship. The GRANTEE agrees to post in a conspicuous place, available
25 to employees and applicants for employment, notices to be provided by the
26 County setting forth the provisions of this non-discrimination clause;
- 27 b. Executive Order 11063, as amended by Executive Order 12259, and
28 implementing regulations at 24 CFR Part 107;

- 1 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
2 and implementing regulations;
- 3 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
4 implementing regulations;
- 5 e. The regulations, policies, guidelines and requirements of the Uniform
6 Administrative Requirements, Cost Principles, and Audit Requirements for
7 Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of
8 federal funds under the federally-assigned program;
- 9 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
10 regulations issued at 24 CFR Part 1;
- 11 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- 12 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
13 with all applicable provisions pertaining to the use of data and copyrights
14 pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 15 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
16 (42 U.S.C. 7401 et seq.) and the *Federal Water Pollution Control Act* (33
17 U.S.C. Section 1251 et seq.), as amended: Contracts and subgrants of amounts
18 in excess of \$100,000 shall contain a provision that requires the recipient to
19 agree to comply with all applicable standards, orders or regulations issued
20 pursuant to the *Clean Air Act* (42 U.S.C. 7401 et seq.) and the *Federal Water*
21 *Pollution Control Act* as amended (33 U.S.C. Section 1251 et seq.). Violations
22 shall be reported to the Federal awarding agency and the Regional Office of the
23 Environmental Protection Agency (EPA).
- 24 j. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification
25 set forth below shall be required in all contracts or subcontracts entered into in
26 connection with this grant activity and all GRANTEES shall certify and
27 disclose accordingly. This certification is a material representation of fact upon
28 which reliance was placed when this transaction was made or entered into.

1 Submission of this certification is a prerequisite for making or entering into this
2 transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who
3 fails to file the required certification shall be subject to a civil penalty of not
4 less than \$10,000 and no more than \$100,000 for such failure.

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

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

- 21 k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
22 contract award shall be made to parties listed on the government wide
23 exclusions in the System for Award Management (SAM), in accordance with
24 OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549
25 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names
26 of parties debarred, suspended, or otherwise excluded by agencies, as well as
27 parties declared ineligible under statutory or regulatory authority other than
28 E.O. 12549. Contractors with awards that exceed the small purchase threshold

1 shall provide the required certification regarding its exclusion status and that of
2 its principal employees.

- 3 l. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub.
4 L. 100-690) requires grantees (including individuals) of federal agencies, as a
5 prior condition of being awarded a grant, to certify that they will provide drug-
6 free workplaces. Each potential recipient must certify that it will comply with
7 drug-free workplace requirements.
- 8 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
9 any sub-consultants or sub-contractors, shall allow all duly authorized Federal,
10 State, and/or County officials or authorized representatives access to the work
11 area, as well as all books, documents, materials, papers, and records of the
12 GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are
13 directly pertinent to a specific program for the purpose of making audits,
14 examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and
15 any sub-consultants or sub-contractors, further agree to maintain and keep such
16 books, documents, materials, papers, and records, on a current basis, recording
17 all transactions pertaining to this Agreement in a form in accordance with
18 generally acceptable accounting principles. All such books and records shall
19 be retained for such periods of time as required by law, provided, however,
20 notwithstanding any shorter periods of retention, all books, records, and
21 supporting detail shall be retained for a period of at least five (5) years after the
22 expiration of the term of this Agreement, or final payment is made, whichever
23 is later.
- 24 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
25 of the United States, and no Resident Commissioner shall be admitted to any
26 share or part of this Agreement or to any benefit to arise from the same.
- 27 o. *Energy Efficiency:* Mandatory standards and policies relating to energy
28 efficiency which are contained in the State energy conservation plan issued in

1 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
2 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).

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

19 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
20 *3708)*: GRANTEE shall comply with all applicable provisions of the CWHSA.

21 r. *Displacement, relocation, and acquisition*. The relocation requirements of
22 Title II and the acquisition requirements of Title III of the Uniform Relocation
23 Assistance and Real Property Acquisition Policies Act of 1970, and the
24 implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it
25 has taken all reasonable steps to minimize the displacement of persons as a
26 result of this Project.

27 s. *Lead-based paint*. The ARPA-Assisted Units are subject to the lead-based
28 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint

1 Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint
2 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply,
3 irrespective of the applicable property standard under §92.251.

- 4 t. *Labor*. GRANTEE shall comply with any applicable labor regulations and all
5 other State and Federal laws in connection with the construction of the
6 improvements which comprise the Project, including if applicable,
7 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
8 that it is the responsibility of GRANTEE to obtain a legal determination, at
9 GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must
10 be paid for during the construction of the Project. GRANTEE agrees to
11 indemnify, defend, and hold COUNTY harmless from and against any and all
12 liability arising out of a related to GRANTEE'S failure to comply with any and
13 applicable prevailing wage requirements.
- 14 u. *Model Energy Code* published by the Council of American Building Officials.
- 15 v. *Consultant Activities*. No person providing consultant services in an employer-
16 employee type relationship shall receive more than a reasonable rate of
17 compensation for personal services paid with ARPA funds.
- 18 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
19 as may be amended from time to time. Federal awards expended as a recipient
20 or a subrecipient, as defined therein, would be subject to single audit. The
21 payments received for goods or services provided as a vendor would not be
22 considered Federal awards.
- 23 x. GRANTEE shall include written agreements that include all provisions of
24 **Section 20** if GRANTEE provides ARPA funds to for-profit owners or
25 developers, non-profit owners or developers, sub-recipients, homeowners,
26 homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- 27 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
28 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien

1 Status and Eligibility Under Title IV of the Personal Responsibility and Work
2 Opportunity Reconciliation Act of 1996 (“PRWORA”). Final Attorney
3 General’s Order issued pursuant to PRWORA is specified under Federal
4 Register Vol. 66, No. 10, Department of Justice Final Specification of
5 Community Programs Necessary for Protection of Life or Safety Under Welfare
6 Reform Legislation.

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

16 aa. *Violence Against Women Act (VAWA)*: VAWA provides housing protections
17 for survivors of domestic and dating violence, sexual assault and stalking
18 (‘domestic violence’). VAWA 2022 reauthorizes, amends, and strengthens the
19 VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34
20 U.S.C. 12291 et seq.) HUD’s implementing regulations for VAWA’S
21 protections, rights, and responsibilities are codified in 24 CFR part 5, subpart
22 L, and related provisions in HUD’s program regulations (HUD’s VAWA
23 regulations). VAWA 2022 amendments took effect on October 1, 2022 and
24 2022 VAWA’s reauthorization includes new implementation requirements.
25 Grantees, subrecipients and developers shall ensure compliance with all
26 requirements of VAWA including but not limited to: (a) Assure domestic
27 violence survivors are not denied assistance as an applicant, or evicted, or have
28 assistance terminated as a tenant because applicant or tenant is or has been a

1 victim of domestic violence; (b) Implement an emergency transfer plan
2 allowing domestic violence survivor to move to another safe and available unit;
3 (c) Provide protections against denial, terminations, and evictions that directly
4 result from being a victim of domestic violence; (d) Implement a low barrier
5 certification process and allow self-certification of domestic violence.

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

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

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

28 23. RESERVED.

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

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

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

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

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

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

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

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

1 segregation with reference to the selection, location, number, use or occupancy
2 of tenants, lessees, subtenants, sublessees, or vendees in the premises herein
3 conveyed. The foregoing covenants shall run with the land.”

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

18 c. In contracts: “There shall be no discrimination against or segregation of any
19 person or group of persons, on account of any basis listed in subdivision (a) or
20 (d) of Section 12955 of the Government Code, as those bases are defined in
21 Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p)
22 of Section 12955, and Section 12955.2 of the Government Code, in the sale,
23 lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor
24 shall the transferee itself or any person claiming under or through him or her,
25 establish or permit any such practice or practices of discrimination or
26 segregation with reference to the selection, location, number, use, or
27 occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”
28

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

7 28. PROHIBITION AGAINST CONFLICTS OF INTEREST:

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

26 29. RESERVED.

27 30. PROJECT MONITORING AND EVALUATION.

28

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

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

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

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

23 a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable
24 under this Agreement or the Covenant Agreement; (2) GRANTEE's or any
25 agent of GRANTEE's use of SLFRF funds for costs other than those costs
26 permitted under this Agreement or for uses inconsistent with terms and
27 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
28 or any agent of GRANTEE's failure to make any other payment of any

1 assessment or tax due under this Agreement, and /or (4) default under the terms
2 of any senior loan documents or any other instrument or document secured
3 against the Property or the Project;

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

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

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

24 e. Representations and Warranties. A determination by COUNTY that any of
25 GRANTEE's representations or warranties made in this Agreement, any
26 statements made to COUNTY by GRANTEE, or any certificates, documents,
27 or schedules supplied to COUNTY by GRANTEE were false in any material
28

1 respect when made, or that GRANTEE concealed or failed to disclose a material
2 fact to COUNTY.

3 f. Damage to Project. In the event that the Project is materially damaged or
4 destroyed by fire or other casualty, and GRANTEE receives an award or
5 insurance proceeds sufficient for the repair or reconstruction of the Project, and
6 GRANTEE does not use such award or proceeds to repair or reconstruct the
7 Project.

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

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

1 registered or certified mail, postage prepaid, return receipt required shall be deemed received
2 on the date of delivery thereof.

- 3 a. Subject to the Force Majeure Delay, as provided in **Section 12**, failure or delay
4 by GRANTEE to perform any term or provision of this Agreement constitutes
5 a default under this Agreement. GRANTEE must immediately commence to
6 cure, correct or remedy such failure or delay and shall complete such cure,
7 correction or remedy with reasonable diligence.
- 8 b. COUNTY shall give written notice of default to GRANTEE, specifying the
9 default complained of by COUNTY. Failure or delay in giving such notice
10 shall not constitute a waiver of any default, nor shall it change the time of
11 default. Except as otherwise expressly provided in this Agreement, any failures
12 or delays by COUNTY in asserting any of its rights and remedies as to any
13 default shall not operate as a waiver of any default or of any such rights or
14 remedies. Delays by COUNTY in asserting any of its rights and remedies shall
15 not deprive COUNTY of its right to institute and maintain any actions or
16 proceedings which it may deem necessary to protect, assert or enforce any such
17 rights or remedies.
- 18 c. If a monetary event of default occurs, prior to exercising any remedies
19 hereunder, COUNTY shall give GRANTEE written notice of such default.
20 GRANTEE shall have a period of ten (10) days after such notice is given within
21 which to cure the default prior to exercise of remedies by COUNTY.
- 22 d. If a non-monetary event of default occurs, prior to exercising any remedies
23 hereunder, COUNTY shall give GRANTEE written notice of such default. If
24 the default is reasonably capable of being cured within thirty (30) days,
25 GRANTEE shall have such period to effect a cure prior to exercise of remedies
26 by COUNTY. If the default is such that it is not reasonably capable of being
27 cured within thirty (30) days, and GRANTEE (i) initiates corrective action
28 within said period, and (ii) diligently, continually, and in good faith works to

1 effect a cure as soon as possible, then GRANTEE shall have such additional
 2 time as is reasonably necessary to cure the default prior to exercise of any
 3 remedies by the injured party, but in no event no more than sixty (60) days from
 4 the date of the notice of default. In no event shall COUNTY be precluded from
 5 exercising remedies if its security becomes or is about to become materially
 6 jeopardized by any failure to cure a default or the default is not cured within
 7 sixty (60) days after the first notice of default is given.

8 e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on
 9 the same basis as if tendered by GRANTEE.

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

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

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

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

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

28 36. RESERVED.

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

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

- 13 a. No federally appropriated funds have been paid or will be paid, by or on behalf
14 of the undersigned, to any person for influencing or attempting to influence an
15 officer or employee of any agency, a member of Congress, an officer or
16 employee of Congress, or an employee of a member of Congress in connection
17 with the awarding of any federal contract, the making of any federal grant, the
18 making of any federal loan, the entering into of any cooperative agreement, and
19 the extension, continuation, review, amendment, or modification of any federal
20 contract, grant, loan, or cooperative agreement.
- 21 b. If any funds other than federally appropriated funds have been paid or will be
22 paid to any person for influencing or attempting to influence an officer or
23 employee of any agency, a member of Congress, an officer or employee of
24 Congress, or an employee of a member of Congress in connection with this
25 federal contract, grant, loan, or cooperative agreement, the undersigned shall
26 complete and submit Standard Form-LLL, "Disclosure Form to Report
27 Lobbying," in accordance with its instructions.
- 28

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

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

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

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

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

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

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

9 40. TERMINATION.

- 10 a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement
11 of any ARPA Grant funds by COUNTY in accordance with the applicable
12 ARPA Rules.
- 13 b. COUNTY. Notwithstanding the provisions of **Section 40(a)**, COUNTY may
14 suspend or terminate this Agreement upon written notice to GRANTEE of the
15 action being taken and the reason for such action in the event one of the
16 following events occur:
- 17 (i) In the event GRANTEE fails to perform the covenants herein contained
18 at such times and in such manner as provided in this Agreement after
19 the applicable notice and cure provision hereof; or
- 20 (ii) In the event there is a conflict with any federal, state or local law,
21 ordinance, regulation or rule rendering any material provision, in the
22 judgment of COUNTY of this Agreement invalid or untenable; or
- 23 (iii) In the event the ARPA funding identified in **Section 1** above is
24 terminated or otherwise becomes unavailable.
- 25 c. This Agreement may be terminated or funding suspended in whole or in part
26 for cause. Cause shall be based on the failure of GRANTEE to materially
27 comply with either the terms or conditions of this Agreement after the
28 expiration of all applicable notice and cure provisions hereof. Upon suspension

1 of funding, GRANTEE agrees not to incur any costs related thereto, or
2 connected with, any area of conflict from which COUNTY has determined that
3 suspension of funds is necessary.

- 4 d. Upon expiration or earlier termination of this Agreement, GRANTEE shall
5 transfer to COUNTY any unexpended ARPA funds in its possession at the time
6 of expiration of the Agreement as well as any accounts receivable held by
7 GRANTEE which are attributable to the use of ARPA funds awarded pursuant
8 to this Agreement.

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

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

26 43. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
27 entire agreement of the parties in relation to the subject matter hereof, and that no other agreement
28

1 or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at
2 the time of execution.

3 44. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
4 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
5 have the authority to execute this Agreement and warrant and represent that they have the
6 authority to bind the respective parties to this Agreement to the performance of its obligations
7 hereunder.

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

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

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

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

27 49. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized
28 to take such ministerial actions as may be necessary or appropriate to implement the terms,

1 provisions, and conditions of this Agreement as it may be amended from time to time by both
2 parties.

3 50. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it
4 in its best interest to change, modify or extend a term or condition of this Agreement, provided
5 such change, modification or extension is agreed to in writing by the other party. Any such
6 change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE
7 shall be incorporated in written amendments to this Agreement. Such amendments shall not
8 invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations
9 under this Agreement, except for those parts thereby amended. No amendment to this Agreement
10 shall be effective and binding upon the parties, unless it expressly makes reference to this
11 Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all
12 parties, and approved by the COUNTY.

13 51. CONDITIONAL COMMITMENT.

14 a. GRANTEE Completion. The Project must be completed no later than
15 December 31st, 2026 (the "Completion Deadline"). If GRANTEE is unable to
16 meet the condition as required by this **Section 51** including Extension, then
17 COUNTY and GRANTEE mutually agree that this Agreement will self-
18 terminate. Upon such termination, this Agreement shall become null and void.
19 COUNTY and GRANTEE shall be released and discharged respectively from
20 their obligations under this Agreement, except for those provisions which by
21 their terms survive termination. All costs incurred by each party on the Project
22 will be assumed respectively.

23 52. RESERVED.

24 53. RESERVED.

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

27 55. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input
28 regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the

1 Project must make reference to the contribution of COUNTY in making the Project possible.
 2 COUNTY's name shall be prominently displayed in all pieces of publicity generated by
 3 GRANTEE, including flyers, press releases, posters, signs, brochures, and public service
 4 announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated
 5 publicity or promotional activities with respect to the Project.

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

11
 12 COUNTY
 Director HWS
 County of Riverside
 3403 10th Street, Suite 300
 14 Riverside, CA 92501

GRANTEE
 Executive Director
 Inspire Life Skills Training, Inc.
 2279 Eagle Glen Parkway
 Corona, CA 92883

15 57. COUNTERPARTS. This Agreement may be signed by the different parties hereto
 16 in counterparts, each of which shall be an original but all of which together shall constitute one
 17 and the same agreement.

18 58. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
 19 execute the Agreement ("Effective Date"). If the parties execute the Agreement on more than one
 20 date, then the last date the Agreement is executed by a party shall be the Effective Date.

21 59. FURTHER ASSURANCES. GRANTEE shall execute any further documents
 22 consistent with the terms of this Agreement, including documents in recordable form, as the
 23 COUNTY may from time to time find necessary or appropriate to effectuate its purposes in
 24 entering into this Agreement.

25 60. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member,
 26 official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or
 27 any successor in interest, in the event of any default or breach by the COUNTY or for any amount
 28

1 which may become due to the GRANTEE or to its successor, or on any obligations under the
2 terms of this Agreement.

3 61. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

- 4 a. The language in all parts of this Agreement shall in all cases be construed
5 simply, as a whole and in accordance with its fair meaning and not strictly for
6 or against any party. The parties hereto acknowledge and agree that this
7 Agreement has been prepared jointly by the parties and has been the subject of
8 arm's length and careful negotiation over a considerable period of time, that
9 each party has been given the opportunity to independently review this
10 Agreement with legal counsel, and that each party has the requisite experience
11 and sophistication to understand, interpret, and agree to the particular language
12 of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute
13 regarding the interpretation of this Agreement, this Agreement shall not be
14 interpreted or construed against the party preparing it, and instead other rules
15 of interpretation and construction shall be utilized.
- 16 b. If any term or provision of this Agreement, the deletion of which would not
17 adversely affect the receipt of any material benefit by any party hereunder, shall
18 be held by a court of competent jurisdiction to be invalid or unenforceable, the
19 remainder of this Agreement shall not be affected thereby and each other term
20 and provision of this Agreement shall be valid and enforceable to the fullest
21 extent permitted by law. It is the intention of the parties hereto that in lieu of
22 each clause or provision of this Agreement that is illegal, invalid, or
23 unenforceable, there be added as a part of this Agreement an enforceable clause
24 or provision as similar in terms to such illegal, invalid, or unenforceable clause
25 or provision as may be possible.
- 26 c. The captions of the articles, sections, and subsections herein are inserted solely
27 for convenience and under no circumstances are they or any of them to be
28 treated or construed as part of this instrument.

1 d. References in this instrument to this Agreement mean, refer to and include this
2 instrument as well as any riders, exhibits, addenda and attachments hereto
3 (which are hereby incorporated herein by this reference) or other documents
4 expressly incorporated by reference in this instrument. Any references to any
5 covenant, condition, obligation, and/or undertaking “herein,” “hereunder,” or
6 “pursuant hereto” (or language of like import) means, refer to, and include the
7 covenants, obligations, and undertakings existing pursuant to this instrument
8 and any riders, exhibits, addenda, and attachments or other documents affixed
9 to or expressly incorporated by reference in this instrument.

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

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

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

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

22 65. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

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

27 b. This Agreement integrates all of the terms and conditions mentioned herein or
28 incidental hereto and supersedes all negotiations or previous agreements

1 between the parties with respect to all or any part of the Property.

- 2 c. All waivers of the provisions of this Agreement must be in writing and signed
3 by the appropriate authorities of the COUNTY or the GRANTEE, and all
4 amendments hereto must be in writing and signed by the appropriate authorities
5 of the COUNTY and the GRANTEE. This Agreement and any provisions
6 hereof may be amended by mutual written agreement by the GRANTEE and
7 the COUNTY.

8
9
10 (SIGNATURES ON THE NEXT PAGE)

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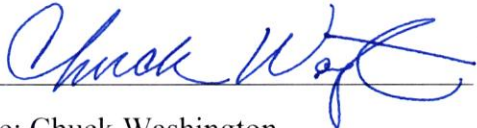
1 IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as
2 of the dates written below.

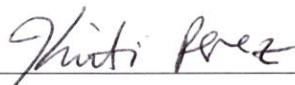
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4 COUNTY:

GRANTEE:

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

INSPIRE LIFE SKILLS TRAINING, INC.,
a California nonprofit corporation

7
8 By: 

By: 

9 Name: Chuck Washington

Name: Kristi Perez

10 Title: Board Chair

Title: Executive Director

11 Date: 8/27/2024


Date: 8/14/24

12 **ATTEST:**
KIMBERLY A. RECTOR, Clerk

13 By: 
DEPUTY

14 APPROVED AS TO FORM:

15
16 MINH C. TRAN, County Counsel

17 By: 

Date: 8-14-2024

18 Paula S. Salcido
19 Deputy County Counsel

EXHIBITS

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

EXHIBIT “A”

SCOPE OF WORK

Grantee: Inspire Life Skills Training, Inc.
Address: 2279 Eagle Glen Parkway, Corona, CA 92883
Project Title: Inspire Home Acquisition
Location: 212 E. Olive St., Corona, CA 92879 APN: 109-041-023

A.1 APPLICATION

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

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

A.2 BACKGROUND

A. Project Description

Capital

GRANTEE is proposing to utilize \$1,000,000 in ARPA funds to pay the costs to (i) acquire that certain real property located at 212 E. Olive St., Corona, CA 92879, identified with Assessor’s Parcel Number 109-041-023 (“Property”), more particularly described in the Legal Description, EXHIBIT A, hereto and by this reference incorporated herein this Agreement, (defined below), (ii) completion of the improvements, as further described herein, to the Property to contain up to six (or such greater number as may be accommodated in compliance with applicable law and permitting requirements, and (iii) the proposed project is consistent with the current land use designation and zoning. 100% of the project will provide transitional housing services to residents at the Property (collectively, the “Project”).

B. Acquisition

ARPA funds to be used to pay the costs to acquire a single-family residence, to provide “Affordable Units” up to six units/beds situated in residential bedrooms on the Property, together with related rights to the use of such bedrooms and common areas of the Property, in accordance with this Agreement and Scope of Work (Exhibit A); and Schedule of Performance (Exhibit B).

C. Improvements

Improvements to the Property, as more particularly described in the Scope of Work (Exhibit A, attached hereto), including, more generally, that the project may require renovations, such as replacement or repair of flooring, painting and appropriate landscaping, all in accordance with applicable County of Riverside requirements and codes. In addition, the Improvements shall comply with the current California Building Code that includes comprehensive accessibility and adaptability requirements for new construction development and all Governmental Approvals. Grantee shall complete the Improvements to the Property, at the cost and expense, in accordance with the Schedule of Performance (Exhibit B) and Line Item Budget (Exhibit C). After the Effective Date, Grantee shall promptly begin and thereafter diligently prosecute to completion the Improvements as provided herein and in the Scope of Improvements.

D. Planned Renovations

Building and APN	Existing	Proposed [IMPROVEMENTS]
Inspire Home Acquisition 212 E. Olive St. Corona, CA 92879 APN: 109-041-023	Single Family Residential: 8,276 sq. ft lot size, 1800 sq. ft Main House:4 bedrooms, 2 full bathrooms. Includes include central air and heating.	Adding an additional 1 ¾ bathroom, laundry room, and renovating the kitchen. Plans include adding a parking area and electric fence to the backyard off the alley entrance.

E. Project Detail

Project Component Type:	Capital
Funding Costs for:	Acquisition and Improvements
Population Focus:	Foster and Homeless Youth
# of Units:	6 Units
# of Beds:	6 Beds
Project Location	212 E. Olive St., Corona, CA 92879

A.3 LEGAL DESCRIPTION OF PROPERTY

ADDRESS: 212 E. Olive St., Corona, CA 92879

ASSESSOR'S PARCEL NUMBER: 109-041-023

LEGAL DESCRIPTION OF PROPERTY: CITY/MUNI/TWP:CORONA SUBD-HIGH SCHOOL TRACT .19 ACRES IN LOT 11 MB 006/012 HIGH SCHOOL TR

TRA: 004-003 Corona

A.4 HOMELESS MANAGEMENT INFORMATION SYSTEM

A. GRANTEE agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant GRANTEE access to use the HMIS software for the term of this Agreement.
3. GRANTEE shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf
4. GRANTEE must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website: [https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)
5. GRANTEE agrees to provide U.S. Department of the Treasury (“U.S. Treasury”) access to HMIS data collected and entered into the GRANTEE’S HMIS, upon request, and to participate in any statewide data initiative as directed by U.S. Treasury, including, but not limited to, a statewide data integration environment.

A. 5 REPORTING REQUIREMENTS

A. GRANTEE shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to U.S. Treasury.

- B. Information needed for reporting purposes include but are not limited to the followings. GRANTEE is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
 2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
 3. The type of housing assistance provided, broken out by the number of individuals.
 4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
 5. Number of Instances of Service.
 6. Increases in capacity for new and existing programs.
 7. The number of unsheltered homeless individuals becoming sheltered.
 8. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1. Chronically Homeless
 2. Homeless veterans
 3. Unaccompanied Homeless Youth
 4. Homeless persons in families with children
- D. GRANTEE will also be asked to comment on the following:
1. Progress made toward local homelessness goals.
 2. Any other effects from ARPA funding that the CoC would like to share (optional).

EXHIBIT “B” SCHEDULE OF PERFORMANCE

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

Activity	Completion Dates
INSPIRE HOME ACQUISITION	
ACQUISITION OF PROPERTY	
Open Escrow	June 25, 2024
Submission of Final Project Proposal Costs, and Source and Use of Funds	Prior to the Close of Escrow
Acquire Property – Escrow Closing Date	September 22, 2024
Obtain Entitlements	N/A
PROPERTY RENOVATION	
Add an additional 1 ¾ bathroom and laundry room.	No later than June 30, 2025
Renovate the kitchen.	No later than June 30, 2025
[RESERVE]	
SITE IMPROVEMENTS	
Interior and exterior painting, flooring, windows, doors, and site furnishings	No later than June 30, 2025
Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas	No later than June 30, 2025
Add a parking area and electric fence to the backyard off the alley entrance.	No later than August 30, 2025
[RESERVE]	
MECHANICAL/PLUMBING	
Update existing mechanical equipment	No later than June 30, 2025
Update existing plumbing equipment	No later than June 30, 2025
ELECTRICAL	
Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas	No later than June 30, 2025

Install all smoke and carbon monoxide detectors where required	No later than June 30, 2025
REPORTING	
Submit actual final project cost and completion report	No later than August 30, 2025
Submit supportive service plan (Prior to “Target Populaion” Occupancy)	No later than June 30, 2025
Obtain required State License (if applicable)	N/A
Lease Assisted Units	No later than August 30, 2025

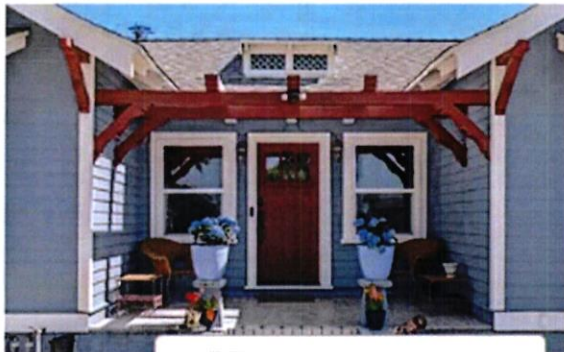
EXHIBIT “C” LINE ITEM BUDGET

INSPIRE HOME ACQUISITION						
	Description	Quantity	Unit	Cost/Unit	Cost	ARPA Funding Not To Exceed \$1,000,000 Costs for all construction activities listed in Exhibit “A” - Scope of Work and Exhibit “B” - Schedule of Performance, including architectural/engineering costs and infrastructure improvements
	Land and Acquisition (supported by appraisal)				\$790,000	
	Title and Recording				\$6,000	
	Appraisal				\$475	
	Property Taxes				\$5,000	
	Improvements				\$178,525	
	Other (Furnishings)				\$10,000	
	Contingency				\$10,000	
	ARPA GRANT AMOUNT					\$1,000,000
	TOTAL USES COSTS				\$1,000,000	

EXHIBIT "D"

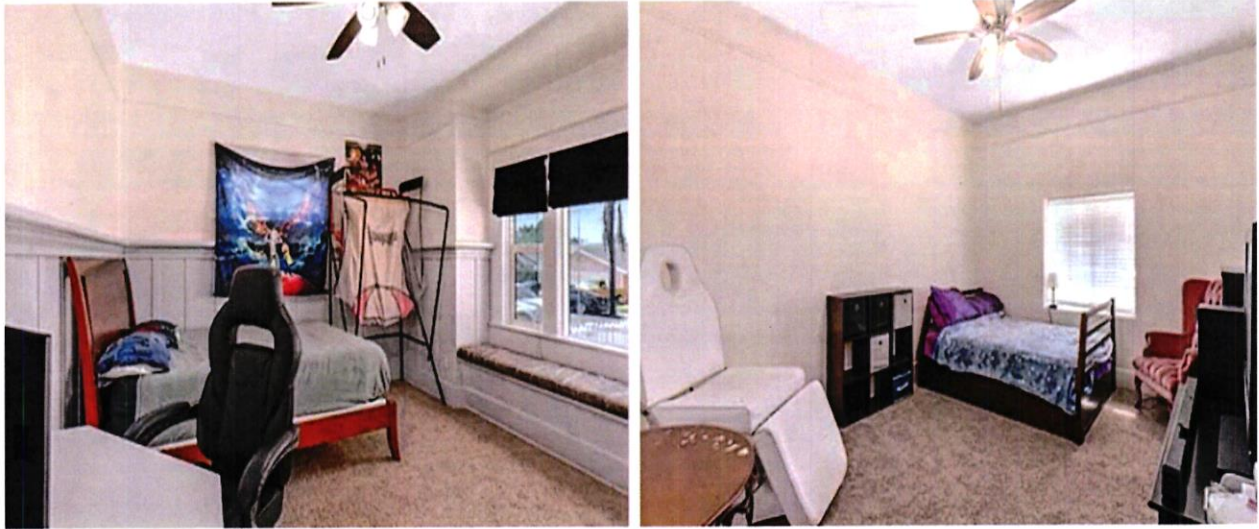
Inspire Home Acquisition

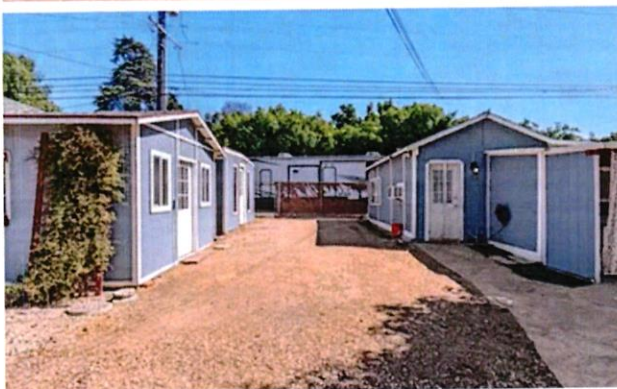
FLOOR PLAN













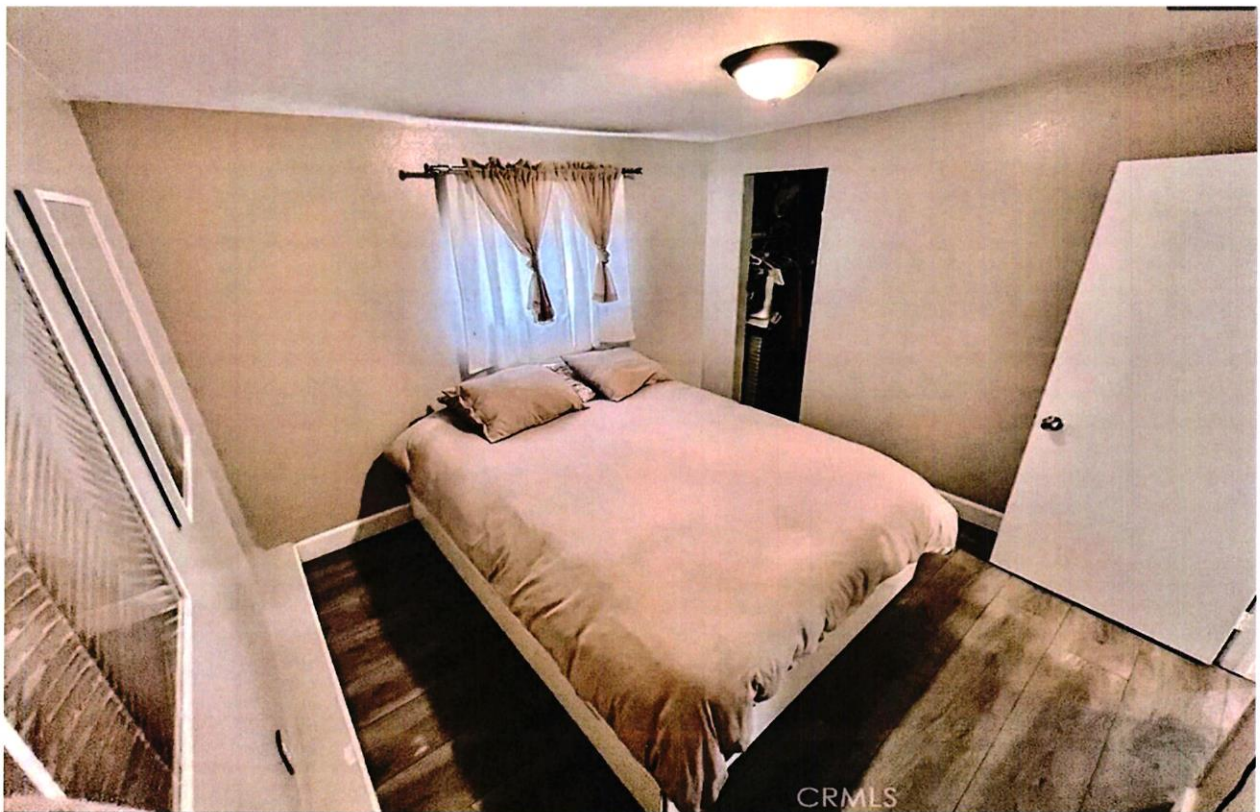




EXHIBIT "E"

ASSURANCE OF COMPLIANCE

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

INSPIRE LIFE SKILLS TRAINING, INC. ORGANIZATION

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE GRANTEE HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the use of U.S. Department of the Treasury ("U.S. Treasury") Coronavirus State and Local Fiscal Recovery Funds ("SLRF") under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter "ARPA" or the "Act", will be prohibited.

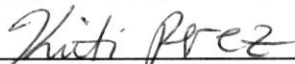
BY ACCEPTING THIS ASSURANCE, the GRANTEE agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, U.S. Treasury and/or federal government personnel, during normal working hours,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

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

Date 8/14/24

2279 Eagle Glen Pkwy.
Corona, CA 92883

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



Grantee's Authorized Signature

By: Kristi Perez, Executive Director
Inspire Life Skills Training, Inc.

CR50-Vendor Assurance of Compliance

EXHIBIT "F"

GRANTEE PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From: _____

Remit to Name

Remit to Address

City

State

Zip Code

Contract Number

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

Select Payment Type(s) Below

Advance Payment \$ _____
(if allowed by Contract/Grant)

Actual Payment \$ _____
(reimbursement of actual program costs)

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

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

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

Program Date

Fiscal Date

EXHIBIT “G”

SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

EXHIBIT "H"

Prohibition Against Conflicts of Interest

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

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

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

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

EXHIBIT “I”
Sample
Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

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

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

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

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

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

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

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

DEVELOPER SIGNATURE

EXHIBIT "J"
COVENANT AGREEMENT

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 109-041-023

T.R.A. 004-003 Corona

COVENANT AGREEMENT

This Covenant Agreement ("Covenant") is made and entered into as of the day of _____, 2024 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and INSPIRE LIFE SKILLS TRAINING, INC., a California nonprofit corporation ("OWNER").

RECITALS

WHEREAS, OWNER has a fee simple interest in that certain real property located at 212 E. Olive St., Corona, CA 92879 in the County of Riverside, also identified as Assessor's Parcel Numbers 109-041-023, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property");

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2024 (the "ARPA Grant Agreement" or "Agreement") which provides for, among other things, the acquisition of a single-family residence, and if necessary, improvements to the existing home, identified as the Project in

1 District 2 in the City of Corona that will provide affordable housing to vulnerable former foster
2 and/or homeless youth who are enrolled in the Inspiring Hope Program. The property is located at
3 212 E. Olive St., Corona, CA 92879. The 1,800 sq. ft. property is on a 8,276 sq. ft. lot. The property
4 includes 4 bedrooms, 2 full bathrooms. The home will serve 6 homeless youth in transitional
5 housing plus the Resident Advisor (collectively, the “Project”);

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

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

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

21 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER One
22 Million Dollars (\$1,000,000) derived from SLFRF funds (“ARPA Grant”), to pay for the cost to
23 acquire a single-family residence, identified as the Project, and if necessary, improve the existing
24 home on the Property to allow for the operation to serve 6 homeless youth (or such greater number
25 as may be accommodated in compliance with applicable law and permitting requirements)
26 Affordable Units that will house foster and homeless youths (“Project’), as more fully described
27 in the ARPA Grant Agreement. Owner agrees to reserve all Affordable Units for qualified low-
28

1 income individuals (“Assisted Units”). All Assisted units shall be reserved for households whose
2 incomes do not exceed fifty (50%) of the median family income for the County of Riverside,
3 adjusted by family size at the time of occupancy. Assisted Units shall remain affordable in
4 accordance with the rent limitations set forth in California Health and Safety Code sections 50053
5 b(1) and 50053 b(2), for a period of not less than fifty-five (55) years.

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

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

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

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

20 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
21 herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years
22 from the recordation of the Notice of Completion in the Official Records for the new building for
23 which construction is completed the Project, or (ii) December 1, 2079 (“Term” or “Affordability
24 Period”). For the duration of the Term, the Property shall be held, sold, and conveyed, subject to
25 the following covenants, conditions, and restrictions:

- 26 i) The three (3) bedrooms with six (6) beds shall be restricted as ARPA-Assisted
27 Units provided to homeless individuals or individuals at risk of homelessness.
28

1 ii) RENT RESTRICTIONS. Rents shall be calculated according to the California
2 Department of Housing and Community Development rent limits as restricted
3 to individuals and families as follows: ARPA funds will be used for the purpose
4 of acquiring a single-family residence (Property) with 4 bedrooms; a total of 3
5 bedrooms will be restricted as ARPA-assisted units for occupancy and rent by
6 individuals whose incomes are at or below 50% of the area median income for
7 the County of Riverside.

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

10 2) RESERVED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
16 performance of the obligations under this Covenant, then OWNER shall maintain liability
17 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
18 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
19 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
20 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
21 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
22 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
23 coverage approved by County's Risk Manager ("Risk Manager").

24 d) General Insurance Provisions – All Lines.

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

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

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

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

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

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

6 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
7 party or any incident or event that may give rise to a claim arising from the performance of the
8 Agreement.

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

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

11 <u>COUNTY</u> 12 Director HWS 13 County of Riverside 14 3403 10 th Street, Suite 300 Riverside, CA 92501	11 <u>GRANTEE</u> 12 Executive Director 13 Inspire Life Skills Training, Inc. 14 2279 Eagle Glen Parkway Corona, CA 92883
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15 11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such
 16 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions
 17 at law or suit in equity or other proper proceedings to enforce the curing of such breach of
 18 agreement or covenant.

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

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

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

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

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

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

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

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

14 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
15 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
16 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
17 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
18 first approved in writing by the COUNTY (each, a "Permitted Lender") and nothing herein or in
19 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender's
20 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
21 subsequent transfer thereafter. By executing this Agreement, the COUNTY approves of the
22 existing Deed of Trust as a Permitted Lender.

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

1 22) PROJECT MONITORING AND EVALUATION.

2 a) Reserved.

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

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

25 24) COUNTERPARTS. This Covenant may be signed by the different parties hereto in
26 counterparts, each of which shall be an original, but all of which together shall constitute one and
27 the same agreement.
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25) Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

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

[Remainder of Page Intentionally Blank]

[SIGNATURES ON THE NEXT PAGE]

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

3 COUNTY:

GRANTEE:

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

Inspire Life Skills Training, Inc., a California
nonprofit corporation

6
7
8 By: _____
Heidi Marshall, Director HWS

By: _____
Kristi Perez, Executive Director

9
10 Date: _____

Date: _____

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14
15 APPROVED AS TO FORM:

16 MINH C. TRAN, COUNTY COUNSEL

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

20
21 Date: _____

(COUNTY and OWNER signatures need to be notarized)

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<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

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EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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ADDRESS: 212 E. Olive St., Corona, CA 92879

ASSESSOR'S PARCEL NUMBER: 109-041-023

Described as: CITY/MUNI/TWP:CORONA SUBD-HIGH SCHOOL TRACT .19 ACRES IN
LOT 11 MB 006/012 HIGH SCHOOL TR

More commonly known as 212 E. Olive St., Corona, CA 92879

TRA: 004-003 Corona

EXHIBIT “B”
HOMELESS DEFINITION




Homeless Definition

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



Homeless Definition

RECORDKEEPING REQUIREMENTS 	Category 1	Literally Homeless	<ul style="list-style-type: none"> • Written observation by the outreach worker; <u>or</u> • Written referral by another housing or service provider; <u>or</u> • Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • For individuals exiting an institution—one of the forms of evidence above <u>and</u>: <ul style="list-style-type: none"> ○ discharge paperwork <u>or</u> written/oral referral, <u>or</u> ○ written record of intake worker’s due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u> • For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u> • A documented and verified oral statement; <u>and</u> • Certification that no subsequent residence has been identified; <u>and</u> • Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing
	Category 3	Homeless under other Federal statutes	<ul style="list-style-type: none"> • Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u> • Certification of no PH in last 60 days; <u>and</u> • Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u> • Documentation of special needs <u>or</u> 2 or more barriers
	Category 4	Fleeing/ Attempting to Flee DV	<ul style="list-style-type: none"> • <i>For victim service providers:</i> <ul style="list-style-type: none"> ○ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker. • <i>For non-victim service providers:</i> <ul style="list-style-type: none"> ○ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u> ○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u> ○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.