

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



**ITEM: 3.31
(ID # 25815)**

MEETING DATE:
Tuesday, October 01, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve the Amended and Restated Sponsor Agreement with Coachella Valley Unified School District from April 19, 2022 through June 30, 2025 and Amended and Restated Sponsor Agreement with Anza Community Building, Inc., a California nonprofit corporation from April 7, 2021 through June 30, 2025; Districts 3 and 4. [\$296,245; 100% Community Development Block Grant]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Amended and Restated Sponsor Agreement with Coachella Unified School District for John Kelley Elementary School Playground Improvements in an amount not to exceed \$125,000 in Community Development Block Grant (CDBG) funds from April 19, 2022, through June 30, 2025, and authorize Chair of the Board to execute Amended and Restated Sponsor Agreement on behalf of the County;

Continued on Page 2

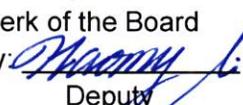
ACTION:Policy


Heidi Marshall, Director 8/28/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: October 1, 2024
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and approve the attached Amended and Restated Sponsor Agreement with Anza Community Building, Inc, a California nonprofit corporation for Anza Community Hall Americans with Disability Act (ADA) Upgrades Project in an amount not to exceed \$171,245 in Community Development Block Grant (CDBG) funds from April 7, 2021, through June 30, 2025, and authorize Chair of the Board to execute Amended and Restated Sponsor Agreement on behalf of the County; and

3. Authorize Director, or designee, of the Department of Housing and Workforce Solutions to take all necessary steps to implement and administer the attached amended and restated agreements, including but not limited to signing subsequent necessary and relevant documents and extensions, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$296,245	\$ 0	\$296,245	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Community Development Block Grant			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 8, 2020 (Minute Order 3.12), the Board of Supervisors approved the Sponsor's Agreement for the Anza Community Building, Inc. ADA (Americans with Disabilities Act) Upgrades Project. This agreement allows for the use of Community Development Block Grant (CDBG) funds to finance the necessary upgrades, ensuring that the Anza Community Building, Inc. meets the Standards of the Americans with Disabilities Act. The County of Riverside (County) entered into a Sponsor's Agreement for the use of CDBG funds, executed April 7, 2021, wherein \$100,000 in CDBG funds were allocated to Anza Community Building, Inc. by the County and designated for a specific use; and although the Original Agreement, by its terms, expired on June 30, 2021, Anza Community Hall has continued to provide the services set forth in Exhibit "A" of the Original Agreement through the date of this Agreement. The County of Riverside and Anza Community Building, Inc. desires to amend and restate the Original Agreement to extend the period of performance through June 30, 2025, and allow for payment of costs incurred since the expiration of the Agreement on June 30, 2021, through June 30, 2025. There have been cost overruns due to the increased cost of construction materials and labor, and Anza Community Building, Inc. has requested an additional \$71,245 in funds to complete the project. The Parties desire to amend and restate the Agreement to reflect an increase in CDBG funds allocated to Anza Community Building, Inc. in the amount of \$71,245

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for a new total grant amount of \$171,245. Anza Community Building, Inc. promises and agrees to undertake and assist with the County's community development activities by utilizing the sum of \$171,245 (CDBG Entitlement Funds), as specifically identified in Exhibit "A," which is attached hereto and incorporated herein by this reference, for the following project: Anza Community Hall ADA Upgrades.

The approval of this agreement marks a significant step in improving accessibility for all community members, allowing for a more inclusive environment at the Anza Community Hall. The CDBG funds allocated to this project will be used to implement essential modifications and upgrades, enhancing the hall's accessibility and functionality.

On June 22, 2021 (Minute Order 3.19), the Board of Supervisors approved the Sponsor Agreement for the Coachella Valley Unified School District Project at John Kelley Elementary School Playground Improvement. This agreement allows for the use of CDBG funds to enhance playground facilities and provide students with a safer and more engaging environment for recreational activities. The County and Coachella Valley Unified School District (CVUSD) entered into a Sponsor's Agreement for the use of CDBG funds, executed April 19, 2022, wherein \$20,000 in CDBG funds were allocated to the Coachella Valley Unified School District by the County and designated for a specific use; and although the Original Agreement, by its terms expired June 30, 2022, CVUSD has continued to provide the services set forth in Exhibit "A" of the Original Agreement through the date of this Agreement. On July 2, 2024 (Minute Order 3.11), the Board of Supervisors approved a Substantial Amendment to the 2021-2022 One Year Action Plan of the 2019-2024 Five Year Consolidated Plan authorizing a \$105,000 increase in funding for John Kelley Elementary School Playground Improvements and allow for payment of costs incurred since expiration of Agreement on June 30, 2022 through June 30, 2025. The County and Coachella Valley Unified School District desire to amend and restate this Sponsor's Agreement to reflect an increase in CDBG funds allocated to the Coachella Valley Unified School District in the amount of \$105,000 for a new total grant amount of \$125,000 with a performance date of June 30, 2025. The Coachella Valley Unified School District will oversee the planning and execution of the playground improvements, working closely with the County of Riverside.

Staff recommends that the Board of Supervisors approve the attached Amended Agreements.

Impact on Residents and Businesses

3.179-20 Anza Community Hall ADA Upgrades (CDBG):

Anza Community Building, Inc., will use CDBG funds to remove architectural barriers and construct related improvements at Anza Community Hall in order to achieve ADA compliance and provide improved access to the facility. CDBG funds will be used for design, construction, compliance monitor, and project management.

4.266-21 John Kelley Elementary School Playground Improvement (CDBG):

John Kelley Elementary is located in a low-moderate income area in the 4th District. CDBG funds will be used for the purchase and installation of a shade structure, playground equipment,

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and rubberized surface. The improvements will provide a safer and improved recreational area for the community. Eligible CDBG expenses will include design, construction, project management, compliance monitoring, and other related activities.

Additional Fiscal Information

No impact upon the County's General Fund; the proposed projects will be fully funded with CDBG Program funds.

ATTACHMENTS:

- Amended And Restated Sponsor's Agreement For The Use Of Community Development Block Grant Funds - 3.179-20 Anza Community Hall ADA Upgrades Sponsor Agreement
- Amended And Restated Sponsor's Agreement For The Use Of Community Development Block Grant Funds - 4.266-21 John Kelley Elementary School Playground Improvement Sponsor Agreement



Brianita Lontajo, Principal Management Analyst 9/25/2024



Aaron Gettis, Chief of Deputy County Counsel 9/5/2024

**AMENDED AND RESTATED SPONSOR AGREEMENT FOR THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Amended and Restated Sponsor Agreement (“Agreement”), for the use of Community Development Block Grant funds, is made and entered into this 01 day of October, 2024, by and between, County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and **ANZA COMMUNITY BUILDING INC.**, a California non-profit Corporation, hereinafter referred to as “SPONSOR”.

W I T N E S S E T H:

WHEREAS, COUNTY and SPONSOR entered into a certain Sponsor Agreement (“Agreement”) for the use of Community Development Block Grant (“CDBG”) funds, executed **April 7, 2021**, wherein **\$100,000** in CDBG funds were allocated to SPONSOR by COUNTY and designated for a specific use for Anza Community Hall ADA Upgrades Projects; and

WHEREAS, although the Original Agreement, by its terms, expired on June 30, 2021, SPONSOR has continued to provide the services set forth in Exhibit “A” of the Original Agreement through the date of this Agreement; and

WHEREAS, COUNTY and SPONSOR desire to amend and restate the Original Agreement to extend the period of performance through June 30, 2025; and

WHEREAS, the SPONSOR has requested \$71,245 in additional funding to help cover cost overruns for the proposed project; and

WHEREAS, COUNTY has additional CDBG funds to grant to SPONSOR, and the Parties desire to amend and restate the Agreement to reflect an increase in CDBG funds allocated to SPONSOR in the amount of **\$71,245**, for a new total grant amount of **\$171,245**; and

WHEREAS, upon the execution of this Agreement, the Original Agreement shall be superseded and replaced.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and conditions hereinafter set forth, the COUNTY and SPONSOR hereby agree as follows:

1 1. PURPOSE. SPONSOR promises and agrees to undertake and assist with COUNTY's
2 community development activities by utilizing the sum of \$171,245, ("CDBG Entitlement Funds"),
3 as specifically identified in Exhibit A, which is attached hereto and incorporated herein by this
4 reference, for the following project: **Anza Community Hall ADA Upgrades**.

5 2. TERM OF AGREEMENT. This Agreement commences April 7, 2021 and shall
6 continue until JUNE 30, 2025.

7 3. COMPLETION SCHEDULE. SPONSOR shall proceed consistent with Section IV as
8 set forth in Exhibit A.

9 4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute
10 discretion, to the completion schedule for the purpose of completing SPONSOR'S projects/activities
11 which are underway and cannot be completed during the term of this Agreement. SPONSOR shall
12 request said extension in writing, stating the reasons therefore, and may be granted only by receiving
13 written approval from COUNTY. Every term, condition, covenant and requirement of this
14 Agreement shall continue in full force and effect during the period of any such extension. In the
15 event that the SPONSOR does not request an extension, or if no extension is authorized by the
16 COUNTY, this Agreement may be terminated consistent with the termination procedures as set forth
17 in Section 22 of this Agreement.

18 5. LETTER TO PROCEED. SPONSOR shall not initiate nor incur expenses for the
19 CDBG funded project/activity covered under the terms of this Agreement prior to receiving written
20 authorization from COUNTY to proceed.

21 6. NOTICES. Each notice, request, demand, consent, approval or other
22 communication (hereinafter in this Section referred to collectively as "notices" and referred to singly
23 as a "notice") which the COUNTY or SPONSOR is required or permitted to give to the other party
24 pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently
25 given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be
26 deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other
27 similar national overnight courier) designating early morning delivery (any notice so delivered shall
28 be deemed to have been received on the next business day following receipt by the courier); or (c)

1 sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post
2 office regularly maintained by the United States Postal Service (any notice so sent shall be deemed
3 to have been received two days after mailing in the United States), addressed to the respective parties
4 as follows:

<u>COUNTY</u>	<u>SPONSOR</u>
Heidi Marshall	Kevin Short
HHPWS	Anza Community Building Inc.
P.O. Box 1528	P.O. Box 39009
Riverside, CA 92502	Anza, CA 92539

10 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the
11 final disposition and disbursement of all funds received by COUNTY under the Act consistent with
12 the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its, Department of Housing
13 and Workforce Development, shall: (1) make payments of the grant funds to SPONSOR as set forth
14 in Exhibit A, attached hereto, and (2) monitor the CDBG-funded activity to ensure compliance with
15 applicable federal regulations and the terms of this Agreement.

16 8. PAYMENT OF FUNDS. The COUNTY shall pay to the SPONSOR the sum specified
17 in **Section 1** above on a reimbursable basis for all COUNTY-approved costs. The SPONSOR shall
18 submit not more often than monthly to the CDBG Administrator of COUNTY a certified statement
19 setting forth in detail the expenditures made for which it is asking reimbursement along with
20 pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure
21 statement and reimburse the SPONSOR for the approved costs in accordance with its usual
22 accounting procedures. The COUNTY may require from SPONSOR such supporting documentation
23 as may be necessary and appropriate for the COUNTY to make its determination as to allowable
24 costs. Each disbursement of CDBG funds shall be made within thirty (30) days after SPONSOR has
25 submitted, to the COUNTY, a complete and written approved statement of expenditures. In the event
26 the United States Department of Housing and Urban Development ("HUD") determines the purpose
27 or any of the expenditures above described are ineligible for funding by the COUNTY, the
28 SPONSOR shall reimburse the COUNTY the amount of the cost so disallowed.

1
2 9. RECORDS AND INSPECTIONS.

3 a. SPONSOR shall establish and maintain financial, programmatic, statistical, and
4 other supporting records of its operations and financial activities in accordance with the Uniform
5 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
6 Part 200) and 24 CFR Section 570.502(a), as they relate to the acceptance and use of federal funds
7 under this Agreement. Said records shall be retained for a period of four (4) years from the date that
8 the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as
9 complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions
10 to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include the following:

11 i. if any litigation, claim, or audit is started prior to the expiration of the
12 four (4) year period;

13 ii. when the SPONSOR is notified in writing by the COUNTY, HUD, or
14 other Federal agency to extend the retention period;

15 iii. records for real property and equipment acquired with CDBG funds
16 must be retained for four (4) years after final disposition;

17 iv. when the records are transferred by the SPONSOR to the COUNTY,
18 HUD, or other Federal agency, the four (4) year period is not applicable.

19 b. SPONSOR shall maintain a separate account for CDBG Entitlement Funds
20 received as set forth in Exhibit A.

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

28 d. SPONSOR shall, during the normal business hours make available to

1 COUNTY and to HUD for examination and copying all of its records and other materials with
2 respect to matters covered by this Agreement.

3 e. SPONSOR shall not retain any program income as defined in 24 CFR 570.500.

4 f. SPONSOR shall submit to the COUNTY copies of all studies and reports
5 prepared for this project and the COUNTY shall have the right to the use and benefit of all such
6 studies and reports.

7 g. If this CDBG-funded activity meets a National Objective by serving limited
8 clientele as defined in 24 CFR 570.208(a)(2)(i), the SPONSOR shall ensure that at least fifty-one
9 percent (51%) of the persons benefiting from the CDBG funded activities are of low and moderate-
10 income and meet the program income guidelines as designated by HUD regulation. The SPONSOR
11 must provide the required direct benefit documentation in writing to the COUNTY.

12 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SPONSOR shall comply
13 with all applicable federal, state and local laws, regulations and ordinances. By executing this
14 Agreement, the SPONSOR hereby certifies that it will adhere to and comply with the following as
15 they may be applicable to a SPONSOR of funds granted pursuant to the Housing and Community
16 Development Act of 1974, as amended:

17 a. The Housing and Community Development Act of 1974, as amended, and the
18 regulations issued thereto;

19 b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
20 Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated
21 herein by this reference;

22 c. Compliance with Executive Order 11246 of September 24, 1965, entitled
23 "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and
24 as supplemented in Department of Labor Regulations (41 CFR Part 60). The SPONSOR will not
25 discriminate against any employee or applicant for employment because of race, color, religion,
26 sex, sexual orientation, general identity or national origin. SPONSOR will ensure that all qualified
27 applicants will receive consideration for employment without regard to race, color, religion, sex,
28 sexual orientation, gender identity or national origin. The SPONSOR will take affirmative action

1 to ensure that applicants are employed and the employees are treated during employment, without
2 regard to their race color, religion, sex, sexual orientation, gender identity or national origin. Such
3 actions shall include, but are not limited to, the following: employment, up-grading, demotion, or
4 transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and
5 selection for training, including apprenticeship. The SPONSOR agrees to post in a conspicuous
6 place, available to employees and applicants for employment, notices to be provided by the County
7 setting forth the provisions of this non-discrimination clause;

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

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

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

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

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

19 i. Executive Order 11988 relating to the evaluation of flood hazards and
20 Executive Order 11288 relating to the prevention, control and abatement of water pollution;

21 j. The flood insurance purchase requirements of Section 102(a) of the Flood
22 Disaster Protection Act of 1973 (Pub. L. 93-234);

23 k. The regulations, policies, guidelines and requirements of the Uniform
24 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
25 Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned
26 program;

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

1 m. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended; and
2 n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the
3 Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

4 o. Uniform Administration Requirements pursuant to 24 CFR 570.502.

5 p. The SPONSOR shall carry out its activity pursuant to this Agreement in
6 compliance with all federal laws and regulations described in Subpart K of Title 24 of the Code of
7 Federal Regulations, except that:

8 (1) Pursuant to 24 CFR Section 570.604, the SPONSOR does not assume
9 the COUNTY'S environmental responsibilities under the National Environmental Policy Act of
10 1969 (NEPA); and

11 (2) The SPONSOR does not assume the COUNTY'S responsibility for
12 initiating the review process under the provisions of 24 CFR Part 52.

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

23 r. *Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148):* When
24 required by Federal program legislation, all construction contracts awarded by the recipients and
25 subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon
26 Act (40 U.S.C.A. Section 3148) and as supplemented by Department of Labor Regulations (29 CFR
27 Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and
28 Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to

1 laborers and mechanics at a rate not less than the minimum wages specified in a wage determination
2 made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not
3 less than once a week. The recipient shall place a copy of the current prevailing wage determination
4 issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be
5 conditioned upon the acceptance of the wage determination. The recipient shall report all suspected
6 or reported violations to HUD.

7 s. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708)*: Where
8 applicable, all contracts awarded by SPONSOR in excess of \$2,000 for construction contracts and
9 in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall
10 include a provision for compliance with the Contract Work Hours and Safety Standards (40
11 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5).
12 Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every
13 mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the
14 standard workweek is permissible provided that the worker is compensated at a rate of not less than
15 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40
16 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be
17 required to work in surroundings or under working conditions which are unsanitary, hazardous or
18 dangerous. These requirements do not apply to the purchases of supplies or materials or articles
19 ordinarily available on the open market, or contracts for transportation or transmission of
20 intelligence.

21 t. *Rights to Inventions Made Under a Contract or Agreement*: Contracts or
22 agreements for the performance of experimental, developmental, or research work shall provide for
23 the rights of the Federal Government and the recipient in any resulting invention in accordance with
24 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business
25 Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing
26 regulations issued by HUD.

27 u. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
28 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part

1 27.404-3, Federal Acquisition Regulations (FAR).

2 v. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
3 (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water Pollution Control Act* (*33 U.S.C.A. Section 1251*
4 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
5 provision that requires the recipient to agree to comply with all applicable standards, orders or
6 regulations issued pursuant to the *Clean Air Act* (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water*
7 *Pollution Control Act* as amended (*33 U.S.C.A. Section 1251 et seq.*). Violations shall be reported
8 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

25 If any funds other than Federal appropriated funds have been paid or will be paid to
26 any person for influencing or attempting to influence an officer or employee of any agency, a
27 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress
28 in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete

1 and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its
2 instructions.”

3 x. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No
4 contract shall be made to parties listed on the General Services Administration's List of Parties
5 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549
6 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list contains the
7 names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared
8 ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards
9 that exceed the small purchase threshold shall provide the required certification regarding its
10 exclusion status and that of its principal employees.

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

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

28 aa. *Federal Employee Benefit Clause:* No member of or delegate to the Congress

1 of the United States, and no Resident Commissioner shall be admitted to any share or part of this
2 agreement or to any benefit to arise from the same.

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

7 cc. *Procurement of Recovered Materials (2 CFR 200.322)*: A non-Federal entity
8 that is a state agency or agency of a political subdivision of a state and its contractors must comply
9 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
10 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
11 include procuring only items designated in guidelines of the Environmental Protection Agency
12 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
13 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
14 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
15 \$10,000; procuring solid waste management services in a manner that maximizes energy and
16 resource recovery; and establishing an affirmative procurement program for procurement of
17 recovered materials identified in the EPA guidelines.

18 dd. *Political Activities*: CDBG funds shall not be used to finance the use of
19 facilities or equipment for political purposes or to engage in other partisan political activities, such
20 as candidate forums, voter transportation, or voter registration subject to the exceptions listed in 24
21 CFR 570.207(a)(3).

22 11. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL. SPONSOR certifies
23 that the SPONSOR's staff assigned to the CDBG-funded activities have received, reviewed, and
24 will follow the COUNTY's Community Development Block Grant Policy Manual, which is
25 incorporated herein by this reference and made a part hereof.

26 12. COOPERATION WITH COMMUNITY DEVELOPMENT ACTIVITIES.
27 SPONSOR shall cooperate with COUNTY in undertaking essential community development and
28 housing assistance activities, and shall assist COUNTY in carrying out its Strategic Plan of the Five

1 Year Consolidated Plan and other requirements of the Community Development Block Grant
2 Program.

3 13. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
4 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501 (d), COUNTY
5 is designated as the lead agency for the project that is the subject matter of this Agreement.

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

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

22 SPONSOR'S obligation hereunder shall be satisfied when SPONSOR has provided to
23 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or
24 claim involved.

25 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
26 SPONSOR'S obligations to indemnify and hold harmless the COUNTY herein from third party
27 claims. The hold harmless and indemnification obligations set forth herein shall survive the
28 termination and expiration of this Agreement.

1 15. INSURANCE. Without limiting or diminishing the SPONSOR'S obligation to
2 indemnify or hold the COUNTY harmless, SPONSOR shall procure and maintain or cause to be
3 maintained, at its sole cost and expense, the following insurance coverage's during the term of this
4 Agreement.

5
6 a. Workers' Compensation:

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

12 b. Commercial General Liability:

13 Commercial General Liability insurance coverage, including but not limited to,
14 premises liability, contractual liability, products and completed operations liability, personal and
15 advertising injury, and cross liability coverage, covering claims which may arise from or out of
16 SPONSOR'S performance of its obligations hereunder. Policy shall name the County of Riverside
17 as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence
18 combined single limit. If such insurance contains a general aggregate limit, it shall apply separately
19 to this agreement or be no less than two (2) times the occurrence limit.

20 c. Vehicle Liability:

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

26 d. General Insurance Provisions - All lines:

27 (i). Any insurance carrier providing insurance coverage hereunder shall be
28 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)

1 unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk
2 Manager waives a requirement for a particular insurer such waiver is only valid for that specific
3 insurer and only for one policy term.

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

12 (iii). SPONSOR shall cause SPONSOR'S insurance carrier(s) to furnish the County
13 of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
14 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so
15 orally or in writing by the County Risk Manager, provide original Certified copies of policies
16 including all Endorsements and all attachments thereto, showing such insurance is in full force and
17 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the
18 insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
19 prior to any material modification, cancellation, expiration or reduction in coverage of such
20 insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage,
21 this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such
22 effective date, another properly executed original Certificate of Insurance and original copies of
23 endorsements or certified original policies, including all endorsements and attachments thereto
24 evidencing coverage's set forth herein and the insurance required herein is in full force and effect.
25 *SPONSOR shall not commence operations until the COUNTY has been furnished original*
26 *Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified*
27 *original policies of insurance including all endorsements and any and all other attachments as*
28 *required in this Section. An individual authorized by the insurance carrier to do so on its behalf*

1 *shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

5 (v). If, during the term of this Agreement or any extension thereof, there is a
6 material change in the scope of services; or, there is a material change in the equipment to be used
7 in the performance of the scope of or, the term of this Agreement, including any extensions thereof,
8 exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required
9 under this Agreement and the monetary limits of liability for the insurance coverage's currently
10 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of
11 insurance carried by the SPONSOR has become inadequate.

12 (vi). SPONSOR shall pass down the insurance obligations contained herein to all
13 tiers of subcontractors working under this Agreement.

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

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

18 16. FEDERAL REQUIREMENTS. SPONSOR shall comply with the provisions of the Act
19 and any amendments thereto and the federal regulations and guidelines now or hereafter enacted
20 pursuant to the Act. More particularly, SPONSOR is to comply with those regulations found in the
21 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
22 Awards (2 CFR Part 200) and 24 CFR Part 570. SPONSOR is to abide by the provisions of the
23 COUNTY's CDBG policies.

24 17. PROGRAM INCOME. SPONSOR, who is a subrecipient as defined in 24 CFR Part
25 570.500(c), shall not retain any program income as defined in 24 CFR 570.500. Any and all program
26 income shall be retained by the COUNTY pursuant to 24 CFR 570.504.

27 18. INDEPENDENT CAPACITY. The SPONSOR is, for purposes relating to this
28 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the

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

11 19. NONDISCRIMINATION. SPONSOR shall abide by 24 CFR Sections 570.601 and
12 570.912 which require that no person in the United States shall on the ground of race, color, religion,
13 national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected
14 to discrimination under any program or activity funded in whole or in part with CDBG funds.

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

17 "During the performance of this Agreement SPONSOR and its subcontractors shall not
18 unlawfully discriminate against any employee or applicant for employment because of race,
19 religion, color, national origin, ancestry, physical disability, medical condition, sex, sexual
20 orientation, general identity marital status, veteran's status, age (over 40) or sex. SPONSOR
21 and subcontractors shall insure that the evaluation and treatment of their employees and
22 applicants for employment are free of such discrimination. SPONSOR and subcontractors
23 shall comply with the provisions of the Fair Employment and Housing Act (California
24 Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment
25 and Housing Commission implementing California Government Code Section 12990 et seq.,
26 set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are
27 incorporated into this Agreement by reference and made a part hereof as if set forth in full.
28 SPONSOR and its subcontractors shall give written notice of their obligations under this clause

1 to labor organizations with which they have a collective bargaining or other agreement."

2 19. PROHIBITION AGAINST CONFLICTS OF INTEREST.

3 a. SPONSOR and its assigns, employees, agents, consultants, officers and elected
4 and appointed officials shall become familiar with and shall comply with the Uniform
5 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
6 Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

7 b. The Sponsor shall maintain a written code or standards of conduct that shall
8 govern the performance of its officers, employees or agents engaged in the award and administration
9 of contracts supported by Federal funds.

10 c. No employee, officer or agent of the Sponsor shall participate in the selection,
11 or in the award, or administration of, a contract supported by Federal funds if a conflict of interest,
12 real or apparent, would be involved.

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

22 e. SPONSOR understands and agrees that no waiver or exception can be granted
23 to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24
24 CFR 570.611(d). Any request by SPONSOR for an exception shall first be reviewed by COUNTY
25 to determine whether such request is appropriate for submission to HUD. In determining whether
26 such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24
27 CFR 570.611(d)(2).

28 f. Prior to any funding under this Agreement, SPONSOR shall provide COUNTY

1 with a list of all employees, agents, consultants, officers and elected and appointed officials who are
2 in a position to participate in a decision-making process, exercise any functions or responsibilities,
3 or gain inside information with respect to the CDBG activities funded under this Agreement.
4 SPONSOR shall also promptly disclose to COUNTY any potential conflict, including even the
5 appearance of conflict, that may arise with respect to the CDBG activities funded under this
6 Agreement.

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

9 20. RELIGIOUS ACTIVITIES. SPONSOR shall adhere to the restrictions set forth in 24
10 CFR 570.200(j) and 24 CFR Section 5.109, which are attached hereto as **Exhibit "R"**, and
11 incorporated herein by this reference.

12 21. LOBBYING. The SPONSOR certifies to the best of its 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 officer or employee
15 of any agency, a member of Congress, an officer or employee of Congress, or an employee of a
16 member of Congress in connection with the awarding of any federal contract, the making of any
17 federal grant, the making of any federal loan, the entering into of any cooperative agreement, and
18 the extension, continuation, renewal, amendment, or modification of any federal contract, grant,
19 loan, or cooperative agreement.

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

26 c. The undersigned shall require that the language of this certification be included
27 in the award documents for all subawards at all tiers (including subcontracts, subgrants, and
28 contracts under grants, loans, and cooperative agreements) and that all sponsors shall certify and

1 disclose accordingly. This certification is a material representation of fact upon which reliance was
2 placed when this transaction was made or entered into.

3 22. TERMINATION.

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

6 b. COUNTY. Notwithstanding the provisions of Section 22a above, COUNTY
7 may suspend or terminate this Agreement upon written notice to SPONSOR of the action being
8 taken and the reason for such actions including but not limited to the following reasons:

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

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

14 (3) In the event the funding from the Department of Housing and Urban
15 Development referred to in **Section 1** above is terminated or otherwise becomes unavailable.

16 c. This Agreement may be terminated and/or funding suspended, in whole or in
17 part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and
18 Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on the
19 failure of the SPONSOR to materially comply with either the terms or conditions of this Agreement.
20 Upon suspension of funding, the SPONSOR agrees not to incur any costs related thereto, or
21 connected with, any area of conflict from which the COUNTY has determined that suspension of
22 funds is necessary. SPONSOR acknowledges that failure to comply with Federal statutes,
23 regulations, or the terms and conditions of this Agreement may be considered by the COUNTY in
24 evaluating future CDBG and non-CDBG funding applications submitted by SPONSOR.

25 d. Reversion of Assets

26 1. Upon expiration of this Agreement, the SPONSOR shall transfer to the
27 COUNTY any CDBG funds, including but not limited to the CDBG Entitlement funds on hand at
28 the time of expiration of the Agreement as well as any accounts receivable held by SPONSOR which

1 are attributable to the use of CDBG funds awarded pursuant to this Agreement.

2 2. Any real property under the SPONSOR'S control that was acquired or
3 improved in whole or in part with CDBG funds (including CDBG funds provided to the SPONSOR
4 in the form of a loan) in excess of \$25,000 is either:

5 (i) Used to meet one of the National Objectives in 24 CFR Section
6 570.208 until five years after expiration of this agreement, or for such longer period of time as
7 determined to be appropriate by the COUNTY; or

8 (ii) Not used in accordance with Clause (i) above, in which event
9 the SPONSOR shall pay to the COUNTY an amount equal to the current market value of the
10 property less any portion of the value attributable to expenditures of non-CDBG funds for the
11 acquisition of, or improvement to, the property.

12 23. PUBLICITY. Any publicity generated by SPONSOR for the project funded pursuant
13 to this Agreement, during the term of this Agreement, will make reference to the contribution of the
14 County of Riverside Community Development Block Grant Program in making the project possible.

15 24. PROGRAM MONITORING AND EVALUATION. SPONSOR shall be monitored
16 and evaluated in terms of its effectiveness and timely compliance with the provisions of this
17 Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth
18 in Exhibit A, attached hereto. SPONSOR shall be monitored and evaluated in terms of its
19 effectiveness and timely compliance with the provisions of this Agreement and the effective and
20 efficient achievement of the Program Objectives. Quarterly reports shall be due on the fifteenth (15th)
21 day of the month immediately following the end of the quarter being reported. The quarterly written
22 reports shall include, but shall not be limited to the following data elements:

23 a. Title of program, listing of components, description of activities/operations.

24 b. The projected goals, indicated numerically, and also the goals achieved (for
25 each report period). In addition, identify by percentage and description, the progress achieved
26 towards meeting the specified goals; additionally, identify any problems encountered in meeting
27 goals.

28 c. If CDBG funded Activity meets National Objective under 24 CFR 570.208

1 (a)(2)(i)(B), SPONSOR shall report the following:

2 1) Total number of direct beneficiaries (clientele served) with median
3 household income (MHI):

- 4 • Above 80% MHI
- 5 • Between 50% and 80% MHI (Low-Income)
- 6 • Between 30% and 50% MHI (Very Low-Income)
- 7 • Below 30% MHI (Extremely Low-Income)

8 2) Total number and percentage of all clients at, or below, 80% MHI

9 3) Racial ethnicity of clientele

10 4) Number of Female-Headed Households

11 d. SPONSOR shall report beneficiary statistics monthly, or as otherwise required,
12 to COUNTY on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying
13 income, family size, and racial ethnicity) as required by HUD. In the event that HUD or COUNTY
14 implement changes to the reporting requirements, SPONSOR will be provided with updated forms
15 and instructions necessary to comply with the reporting requirements of HUD's Outcome
16 Performance Measurement System.

17 25. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). SPONSOR shall
18 obtain COUNTY's written approval, through its Department of Housing and Workforce
19 Development, of the project plans, specifications, and construction documents prior to SPONSOR's
20 construction of same for all projects consisting of CDBG-funded construction activities. The
21 County neither undertakes nor assumes nor will have any responsibility or duty to Sponsor or to any
22 third party to review, inspect, supervise, pass judgment upon or inform Sponsor or any third party
23 of any matter in connection with the development or construction of the improvements, whether
24 regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material
25 furnished to the property, any person furnishing the same, or otherwise. Sponsor and all third parties
26 shall rely upon its or their own judgment regarding such matters, and any review, inspection,
27 supervision, exercise of judgment or information supplied to Sponsor or to any third party by the
28 County in connection with such matter is for the public purpose of assisting with a community

1 development and housing activity pursuant to the Act, and neither Sponsor (except for the purposes
2 set forth in this Agreement) nor any third party is entitled to rely thereon. The County shall not be
3 responsible for any of the work of construction, improvement, or development of the property.

4 It is the responsibility of Sponsor, without cost to County, to ensure that all applicable local
5 jurisdiction land use requirements will permit development of the property and construction of the
6 improvements and the use, operation, and maintenance of such Improvements in accordance with
7 the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to
8 any local jurisdiction or County permit or other local jurisdiction or County approval necessary for
9 the development of the Property, or waive any applicable local jurisdiction or County requirements
10 relating thereto. This Agreement does not (a) grant any land use entitlement to Sponsor, (b)
11 supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in
12 connection with approval of the development described herein, (c) guarantee to Sponsor or any other
13 party any profits from the development of the Property, or (d) amend any local jurisdiction or County
14 laws, codes or rules.

15 26. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). SPONSOR shall
16 obtain COUNTY's written approval and authorization to proceed, through its Department of
17 Housing and Workforce Development, of all CDBG-funded real property acquisition activities.

18 27. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH
19 CDBG FUNDS. When CDBG funds are used, in whole or in part, by SPONSOR to acquire real
20 property or to construct a public facility, SPONSOR will comply with the Uniform Administrative
21 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section
22 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California
23 Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation
24 Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. A. §4630, et
25 seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

- 26 a. Title to the real property shall vest in SPONSOR;
- 27 b. The real property will be held by SPONSOR, or the constructed facility will be
28 maintained by the SPONSOR, for a minimum period of five (5) years from the date the CDBG-

1 funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive
2 Annual Performance and Evaluation Report (CAPER);

3 c. While held by SPONSOR, the real property or the constructed facility is to be
4 used exclusively for the purposes for which acquisition or construction was originally approved by
5 COUNTY;

6 d. Written approval from COUNTY must be secured if the property or the facility
7 is to be put to an alternate use that is consistent with the COUNTY'S Five Year Consolidated Plan
8 or the applicable federal regulations governing CDBG funds;

9 e. Should SPONSOR desire to use the real property or the constructed facility,
10 prior to the completion of the mandatory five-year period, for a purpose not consistent with
11 applicable federal regulations governing CDBG funds or to sell the real property or facility, then:

12 (1) If SPONSOR desires to retain title, SPONSOR will reimburse
13 COUNTY the amount that represents the percentage of current fair market value that is identical to
14 the percentage that CDBG funds initially comprised of monies paid to acquire the property or
15 construct the facility; or

16 (2) If SPONSOR sells the property or facility or is required to sell the
17 property or facility, SPONSOR shall reimburse COUNTY the amount that represents the percentage
18 of proceeds realized by the sale that is identical to the percentage that CDBG funds initially
19 comprised of monies paid to acquire the property or construct the facility. This percentage amount
20 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

27 29. SEVERABILITY. Each section, paragraph and provision of this Agreement is
28 severable from each other provision, and if any provision or part thereof is declared invalid, the

1 remaining provisions shall nevertheless remain in full force and effect.

2 30. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. SPONSOR
3 agrees to, and will require any lessee or assignee to notify Riverside County Workforce
4 Development Center of any and all job openings that are caused by this project.

5 31. MINISTERIAL ACTS. The COUNTY's Director of the Department of Housing and
6 Workforce Solutions, or designee(s), are authorized to take such ministerial actions as may be
7 necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it
8 may be amended from time to time by COUNTY.

9 32. PROJECT ELIGIBILITY. As to SPONSOR or its claimants, COUNTY shall bear no
10 liability for any later determination by the United States Government, the Department of Housing
11 and Urban Development, or any other person or entity, that SPONSOR is or is not eligible under 24
12 CFR Part 570 to receive CDBG funds.

13 33. SOURCE OF FUNDING. SPONSOR acknowledges that the source of funding
14 pursuant to this Agreement is a Community Development Block Grant (CFDA 14.218), and the
15 Grant Award Number is B-20-UC-06-0506

16 34. ASSIGNMENT. The SPONSOR will not make any assignment or transfer in any
17 other form with respect to this Agreement, without prior written approval of the COUNTY.

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

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

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

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

10 39. RESERVED. .

11 40. COUNTERPARTS. This Agreement may be signed by the different parties hereto
12 in counterparts, each of which shall be an original but all of which together shall constitute one and
13 the same agreement.

14 41. FORCE MAJEURE.

15 a. Performance by either party hereunder shall not be deemed to be in default where
16 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
17 casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions,
18 freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually
19 severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-
20 contractor or supplier, acts of the other party, acts or failure to act of a public or governmental
21 agency or entity, or any causes beyond the control or without the fault of the party claiming an
22 extension of time to perform.

23 b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the
24 period of the enforced delay and shall commence to run from the time of the commencement of the
25 cause, if notice by the party claiming such extension is sent to the other party within thirty (30)
26 calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing,
27 none of the foregoing events shall constitute a Force Majeure Delay unless and until the party
28 claiming such delay and interference delivers to the other party written notice describing the event,

1 its cause, when and how such party obtained knowledge, the date the event commenced, and the
2 estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such
3 written notice within thirty (30) calendar days after it obtains knowledge of the event.

4 42. BINDING ON SUCCESSORS. SPONSOR, its heirs, assigns and successors in
5 interest, shall be bound by all the provisions contained in this Agreement, and all of the parties
6 thereto shall be jointly and severally liable hereunder.

7 43. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
8 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
9 SPONSOR, respectively.

10 44. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of
11 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
12 Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further
13 agree that the electronic signatures of the parties included in this Agreement are intended to
14 authenticate this writing and to have the same force and effect as manual signatures. Electronic
15 signature means an electronic sound, symbol, or process attached to or logically associated with an
16 electronic record and executed or adopted by a person with the intent to sign the electronic record
17 pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier,
18 created by computer, intended by the party using it to have the same force and effect as the use of a
19 manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a
20 digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of
21 the Civil Code.

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

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

ANZA COMMUNITY BUILDING INC.,
a California non-profit public benefit corporation

7 BY: 
8 Chuck Washington,
9 Board of Supervisors, Chair

BY: *Kevin Short, Jr.* *Kevin R. Watson*
Kevin R. Watson (Sep 4, 2024 11:53 PDT)
Name: Kevin Short Kevin Watson

10 Title: President Vice President

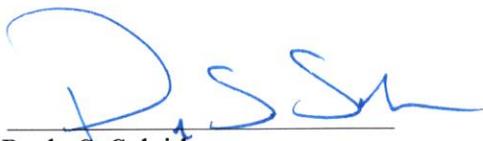
11 Date: 10/01/2024

12 Date: Sep 4, 2024 Sep 4, 2024

13
14 ATTEST
15 Kimberly A. Rector
16 Clerk of the Board

17 By: 
18 ,Deputy

19
20 APPROVED AS TO FORM:
21 Minh C. Tran
22 County Counsel

23 By: 
24 Paula S. Salcido,
25 Deputy County Counsel

3.179-20_amended_ signature page

Final Audit Report

2024-09-04

Created:	2024-09-04
By:	Anna Varona-Doromal (avarona-doromal@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiYexNKUqn6FD5CZy0ZA3iiKDhWwBVJF3

"3.179-20_amended_ signature page" History

-  Document created by Anna Varona-Doromal (avarona-doromal@rivco.org)
2024-09-04 - 5:10:54 PM GMT
-  Document emailed to Kevin Short (kevins@anzaelectric.org) for signature
2024-09-04 - 5:15:31 PM GMT
-  Email viewed by Kevin Short (kevins@anzaelectric.org)
2024-09-04 - 5:18:09 PM GMT
-  Document e-signed by Kevin Short (kevins@anzaelectric.org)
Signature Date: 2024-09-04 - 5:18:28 PM GMT - Time Source: server
-  Document emailed to kevinwatson77@gmail.com for signature
2024-09-04 - 5:18:29 PM GMT
-  Email viewed by kevinwatson77@gmail.com
2024-09-04 - 6:50:08 PM GMT
-  Signer kevinwatson77@gmail.com entered name at signing as Kevin R. Watson
2024-09-04 - 6:53:39 PM GMT
-  Document e-signed by Kevin R. Watson (kevinwatson77@gmail.com)
Signature Date: 2024-09-04 - 6:53:41 PM GMT - Time Source: server
-  Agreement completed.
2024-09-04 - 6:53:41 PM GMT

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24 C.F.R. § 5.109

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

Effective: May 4, 2016

(a) Purpose.

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

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

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

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

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

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

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

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

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

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

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

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

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(e) Explicitly religious activities.

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

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

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

(g) Beneficiary protections.

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

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

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

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

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

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

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

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

(3) Referral requirements.

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

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

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

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

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

(4) Recordkeeping.

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

(h) Nondiscrimination requirements.

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

(i) Exemption from Title VII employment discrimination requirements.

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

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

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

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

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

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

Credits

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

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

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

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**Economic Opportunities for Section 3 Residents
and Section 3 Business Concerns**

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

EXHIBIT "S"

Page 2 of 2

A. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

B. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

C. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

D. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Amended SPONSOR'S AGREEMENT
SCOPE OF WORK

I. GENERAL INFORMATION

SPONSOR NAME: Anza Community Building Inc. DUNS#: 103420720

ADDRESS: P.O. Box 390091
Anza, CA 92539

PROGRAM CONTACTS: Kevin Short, President

PHONE : 951-233-2888 FAX :

E-MAIL : achageneral@gmail.com

PROJECT NAME: Anza Community Hall ADA Upgrades

PROJECT LOCATION: 56630 Highway 371, Anza, CA 92539

LEVEL OF ENVIRONMENTAL CLEARANCE: Categorical Exclusion

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY:

3rd District \$171,245

II. SCOPE OF SERVICE

A. Activities

Sponsor will be responsible for administering a **2020-2021** Community Development Block Grant for the **Anza Community Hall ADA Upgrades** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *Anza Community Building, Inc., will use CDBG funds to remove architectural barriers and construct related improvements at Anza Community Hall in order to achieve ADA compliance and provide improved access to the facility. CDBG funds will be used for design, construction, compliance monitoring, and project management.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program’s National Objective Criteria as required under 24 CFR 570.200(a)(2). Sponsor certifies that the activity (ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(A)

CFR Reference: Low Mod Limited Clientele Presumed

C. Levels of Accomplishment – Goals and Performance Measures

The Sponsor agrees to implement and complete the following activity (ies):

Activity #1: Remove architectural barriers throughout the facility.

Activity #2: Complete ADA improvements to achieve ADA compliance.

CPD OUTCOME PERFORMANCE MEASUREMENT

- Objectives (select one):**
- Creating Suitable Living Environments
 - Providing Decent Affordable Housing
 - Creating Economic Opportunities

- Outcome (select one):**
- Availability/Accessibility
 - Affordability
 - Sustainability (promoting livable or viable communities)

D. Sponsor Capacity

By executing this Sponsor’s Agreement, the Sponsor certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

Sponsor will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Sponsor’s performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside Grantee will monitor the performance of the Sponsor against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sponsor within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$171,245**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the Sponsor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and Sponsor.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	X	\$0		
Project Administration Costs	X	\$0		
Construction Costs	X	\$0		
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	\$171,245		\$171,245	

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							\$0
STATE/LOCAL							\$0
PRIVATE							\$0
OTHER							\$0

TOTAL: \$0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The Sponsor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The Sponsor shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken.
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- iii. Records required to determine the eligibility of activities.
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The Sponsor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sponsor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The Sponsor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sponsor's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sponsor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sponsor has control over CDBG funds, including program income.

6. Audits & Inspections

All Sponsor records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sponsor within 30 days after receipt by the Sponsor. Failure of the Sponsor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sponsor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

**AMENDED AND RESTATED SPONSOR'S AGREEMENT FOR THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Amended and Restated Sponsor Agreement ("Agreement"), for the use of Community Development Block Grant funds, is made and entered into this 01 day of October, 2024, by and between, County of Riverside of the State of California, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COACHELLA VALLEY UNIFIED SCHOOL DISTRICT**, a California School District, hereinafter referred to as "SPONSOR".

WITNESSETH:

WHEREAS, COUNTY and SPONSOR entered into a certain Sponsor Agreement ("Agreement") for the use of Community Development Block Grant ("CDBG") funds, executed **April 19, 2022**, wherein **\$20,000** in CDBG funds were allocated to SPONSOR by COUNTY and designated for a specific use of John Kelly Elementary School Playground Improvements; and

WHEREAS, although the Original Agreement, by its terms, expired on June 30, 2022, SPONSOR has continued to provide the services set forth in Exhibit "A" of the Original Agreement through the date of this Agreement; and

WHEREAS, COUNTY and SPONSOR desire to amend and restate the Original Agreement to extend the period of performance through June 30, 2025; and

WHEREAS, pursuant to Minute Order 3.11 on July 2, 2024, Board of Supervisors approved Substantial Amendment to 2021-2022 One-Year Action Plan of the 2019-2024 Five Year Consolidated Plan authorizing \$105,000 increase in funding for John Kelley Elementary School Playground Improvements

WHEREAS, COUNTY and SPONSOR desire to amend and restate the Agreement to reflect an increase in CDBG funds allocated to SPONSOR in the amount of **\$105,000**, for a new total grant amount of **\$125,000**; and

OCT 01 2024 3.31

1 WHEREAS, upon the execution of this Agreement, the Original Agreement
2 shall be superseded and replaced.

3 NOW, THEREFORE, in consideration of the foregoing promises and the mutual
4 covenants and conditions hereinafter set forth, the COUNTY and SPONSOR hereby agree as follows:

5 1. PURPOSE. SPONSOR promises and agrees to undertake and assist with COUNTY's
6 community development activities by utilizing the sum of **\$125,000**, ("CDBG Entitlement Funds"),
7 as specifically identified in Exhibit A which is attached hereto and incorporated herein by this
8 reference, for the following project: **John Kelley Elementary School Playground Improvements.**

9 2. TERM OF AGREEMENT. This Agreement commences on April 19, 2022
10 and shall continue in full force and effect until **JUNE 30, 2025**

11 3. COMPLETION SCHEDULE. SPONSOR shall proceed consistent with Section IV as
12 set forth in Exhibit A.

13 4. EXTENSION OF TIME. COUNTY may grant an extension, in its sole and absolute
14 discretion, to the completion schedule for the purpose of completing SPONSOR'S projects/activities
15 which are underway and cannot be completed during the term of this Agreement. SPONSOR shall
16 request said extension in writing, stating the reasons therefore, and may be granted only by receiving
17 written approval from COUNTY. Every term, condition, covenant and requirement of this
18 Agreement shall continue in full force and effect during the period of any such extension. In the
19 event that the SPONSOR does not request an extension, or if no extension is authorized by the
20 COUNTY, this Agreement may be terminated consistent with the termination procedures as set forth
21 in Section 22 of this Agreement.

22 5. LETTER TO PROCEED. SPONSOR shall not initiate nor incur expenses for the
23 CDBG funded project/activity covered under the terms of this Agreement prior to receiving written
24 authorization from COUNTY to proceed.

25 6. NOTICES. Each notice, request, demand, consent, approval or other
26 communication (hereinafter in this Section referred to collectively as "notices" and referred to singly
27 as a "notice") which the COUNTY or SPONSOR is required or permitted to give to the other party
28 pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently

1 given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be
2 deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other
3 similar national overnight courier) designating early morning delivery (any notice so delivered shall
4 be deemed to have been received on the next business day following receipt by the courier); or (c)
5 sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post
6 office regularly maintained by the United States Postal Service (any notice so sent shall be deemed
7 to have been received two days after mailing in the United States), addressed to the respective parties
8 as follows:

<u>COUNTY</u>	<u>SPONSOR</u>
Heidi Marshall, Director	Leticia Torres
<u>Housing and Workforce Solutions HWS</u>	<u>Coachella Valley Unified School District</u>
<u>P.O. Box 1528</u>	<u>87-225 Church St</u>
<u>Riverside, CA 92502</u>	<u>Thermal, CA 92274</u>

14 7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the
15 final disposition and disbursement of all funds received by COUNTY under the Act consistent with
16 the provisions of Sections 1 and 2 of this Agreement. COUNTY, through its Department of Housing
17 and Workforce Solutions, shall: (1) make payments of the grant funds to SPONSOR as set forth in
18 Exhibit A, attached hereto, and (2) monitor the CDBG-funded activity to ensure compliance with
19 applicable federal regulations and the terms of this Agreement.

20 8. PAYMENT OF FUNDS. The COUNTY shall pay to the SPONSOR the sum specified
21 in Section 1 above on a reimbursable basis for all COUNTY-approved costs. The SPONSOR shall
22 submit not more often than monthly to the CDBG Administrator of COUNTY a certified statement
23 setting forth in detail the expenditures made for which it is asking reimbursement along with
24 pertinent supporting documentation. The COUNTY shall promptly review the monthly expenditure
25 statement and reimburse the SPONSOR for the approved costs in accordance with its usual
26 accounting procedures. The COUNTY may require from SPONSOR such supporting documentation
27 as may be necessary and appropriate for the COUNTY to make its determination as to allowable
28 costs. Each disbursement of CDBG funds shall be made within thirty (30) days after SPONSOR has

1 submitted, to the COUNTY, a complete and written approved statement of expenditures. In the event
2 the United States Department of Housing and Urban Development (“HUD”) determines the purpose
3 or any of the expenditures above described are ineligible for funding by the COUNTY, the
4 SPONSOR shall reimburse the COUNTY the amount of the cost so disallowed.

5 9. RECORDS AND INSPECTIONS.

6 a. SPONSOR shall establish and maintain financial, programmatic, statistical, and
7 other supporting records of its operations and financial activities in accordance with the Uniform
8 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
9 Part 200) and 24 CFR Section 570.502(a), as they relate to the acceptance and use of federal funds
10 under this Agreement. Said records shall be retained for a period of four (4) years from the date that
11 the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as
12 complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions
13 to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include the following:

14 i. if any litigation, claim, or audit is started prior to the expiration of the
15 four (4) year period;

16 ii. when the SPONSOR is notified in writing by the COUNTY, HUD, or
17 other Federal agency to extend the retention period;

18 iii. records for real property and equipment acquired with CDBG funds
19 must be retained for four (4) years after final disposition;

20 iv. when the records are transferred by the SPONSOR to the COUNTY,
21 HUD, or other Federal agency, the four (4) year period is not applicable.

22 b. SPONSOR shall maintain a separate account for CDBG Entitlement Funds
23 received as set forth in Exhibit A.

24 c. SPONSOR shall obtain an external audit in accordance with the Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
26 Section 200.500). Audits shall usually be performed annually but not less frequently than every two
27 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in
28 federal awards are exempt from federal audit requirements, but records must be available for review

1 by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be
2 submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

3 d. SPONSOR shall, during the normal business hours make available to COUNTY
4 and to HUD for examination and copying all of its records and other materials with respect to matters
5 covered by this Agreement.

6 e. SPONSOR shall not retain any program income as defined in 24 CFR 570.500.

7 f. SPONSOR shall submit to the COUNTY copies of all studies and reports
8 prepared for this project and the COUNTY shall have the right to the use and benefit of all such
9 studies and reports.

10 g. If this CDBG-funded activity meets a National Objective by serving limited
11 clientele as defined in 24 CFR 570.208(a)(2)(i), the SPONSOR shall ensure that at least fifty-one
12 percent (51%) of the persons benefiting from the CDBG funded activities are of low and moderate-
13 income and meet the program income guidelines as designated by HUD regulation. The SPONSOR
14 must provide the required direct benefit documentation in writing to the COUNTY.

15 10. COMPLIANCE WITH LAWS AND REGULATIONS. The SPONSOR shall comply
16 with all applicable federal, state and local laws, regulations and ordinances. By executing this
17 Agreement, the SPONSOR hereby certifies that it will adhere to and comply with the following as
18 they may be applicable to a SPONSOR of funds granted pursuant to the Housing and Community
19 Development Act of 1974, as amended:

20 a. The Housing and Community Development Act of 1974, as amended, and the
21 regulations issued thereto;

22 b. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.A.
23 Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated
24 herein by this reference;

25 c. Compliance with Executive Order 11246 of September 24, 1965, entitled
26 "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and
27 as supplemented in Department of Labor Regulations (41 CFR Part 60). The SPONSOR will not
28 discriminate against any employee or applicant for employment because of race, color, religion,

1 sex, sexual orientation, general identity or national origin. SPONSOR will ensure that all qualified
2 applicants will receive consideration for employment without regard to race, color, religion, sex,
3 sexual orientation, gender identity or national origin. The SPONSOR will take affirmative action to
4 ensure that applicants are employed, and the employees are treated during employment, without
5 regard to their race color, religion, sex, sexual orientation, gender identity or national origin. Such
6 actions shall include, but are not limited to, the following: employment, up-grading, demotion, or
7 transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and
8 selection for training, including apprenticeship. The SPONSOR agrees to post in a conspicuous
9 place, available to employees and applicants for employment, notices to be provided by the County
10 setting forth the provisions of this non-discrimination clause;

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

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

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

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

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

22 i. Executive Order 11988 relating to the evaluation of flood hazards and
23 Executive Order 11288 relating to the prevention, control and abatement of water pollution;

24 j. The flood insurance purchase requirements of Section 102(a) of the Flood
25 Disaster Protection Act of 1973 (Pub. L. 93-234);

26 k. The regulations, policies, guidelines and requirements of the Uniform
27 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR
28 Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned

1 program;

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

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

5 n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the
6 Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

7 o. Uniform Administration Requirements pursuant to 24 CFR 570.502.

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

14
15 q. The SPONSOR shall carry out its activity pursuant to this Agreement in compliance
16 with all federal laws and regulations described in Subpart K of Title 24 of the Code of Federal
17 Regulations, except that:

18 (1) Pursuant to 24 CFR Section 570.604, the SPONSOR does not assume
19 the COUNTY'S environmental responsibilities under the National Environmental Policy Act of 1969
20 (NEPA); and

21 (2) The SPONSOR does not assume the COUNTY'S responsibility for
22 initiating the review process under the provisions of 24 CFR Part 52.

23 r. *Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C.A.*
24 *Section 3145)*: All contracts and subgrants in excess of \$2,000 for construction or repair awarded
25 by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-
26 Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations (29
27 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole
28 or in Part by Loans or Grants from the United States") ("Anti-Kickback Act"). The Anti-Kickback

1 Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means,
2 any person employed in the construction, completion, or repair of public work, to give up any part
3 of the compensation to which he is otherwise entitled. The recipient shall report all suspected or
4 reported violations to HUD.

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

17 t. *Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708)*: Where
18 applicable, all contracts awarded by SPONSOR in excess of \$2,000 for construction contracts and
19 in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall
20 include a provision for compliance with the Contract Work Hours and Safety Standards (40
21 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5).
22 Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every
23 mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the
24 standard workweek is permissible provided that the worker is compensated at a rate of not less than
25 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40
26 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be
27 required to work in surroundings or under working conditions which are unsanitary, hazardous or
28 dangerous. These requirements do not apply to the purchases of supplies or materials or articles

1 ordinarily available on the open market, or contracts for transportation or transmission of
2 intelligence.

3 u. *Rights to Inventions Made Under a Contract or Agreement:* Contracts or
4 agreements for the performance of experimental, developmental, or research work shall provide for
5 the rights of the Federal Government and the recipient in any resulting invention in accordance with
6 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms
7 Under Government Grants, Contracts and Cooperative Agreements," and any implementing
8 regulations issued by HUD.

9 v. *Rights to Data and Copyrights:* Contractors and consultants agree to comply
10 with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part
11 27.404-3, Federal Acquisition Regulations (FAR).

12 w. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
13 (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water Pollution Control Act* (*33 U.S.C.A. Section 1251*
14 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a
15 provision that requires the recipient to agree to comply with all applicable standards, orders or
16 regulations issued pursuant to the *Clean Air Act* (*42 U.S.C.A. 7401 et seq.*) and the *Federal Water*
17 *Pollution Control Act* as amended (*33 U.S.C.A. Section 1251 et seq.*). Violations shall be reported
18 to HUD and the Regional Office of the Environmental Protection Agency (EPA).

19 x. *Anti-Lobbying Certification* (*31 U.S.C.A. 1352*): The language of the
20 certification set forth in this paragraph w. shall be required in all contracts or subcontracts entered
21 into in connection with this grant activity and all SPONSORS shall certify and disclose accordingly.
22 This certification is a material representation of fact upon which reliance was placed when this
23 transaction was made or entered into. Submission of this certification is a prerequisite for making
24 or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file
25 the required certification shall be subject to a civil penalty of not less than \$10,000 and no more
26 than \$100,000 for such failure.

27 "The undersigned certifies, to the best of his or her knowledge or belief, that:

28 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to

1 any person for influencing or attempting to influence an officer or employee of any agency, a
2 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress
3 in connection with the awarding of any Federal contract, the making of any Federal grant, the
4 making of any Federal loan, the entering into of any cooperative agreement, and the extension,
5 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or
6 cooperative agreement;

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

13 y. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No
14 contract shall be made to parties listed on the General Services Administration's List of Parties
15 Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549
16 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. This list contains the
17 names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared
18 ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards
19 that exceed the small purchase threshold shall provide the required certification regarding its
20 exclusion status and that of its principal employees.

21 z. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41
22 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a
23 prior condition of being awarded a grant, to certify that they will provide drug-free workplaces.
24 Each potential recipient must certify that it will comply with drug-free workplace requirements in
25 accordance with the Act and with HUD's rules at 2 CFR Part 2425.

26 a-2. *Access to Records and Records Retention:* The Consultant or Contractor, and
27 any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County
28 officials or authorized representatives access to the work area, as well as all books, documents,

1 materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-
2 contractors, that are directly pertinent to a specific program for the purpose of making audits,
3 examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants
4 or sub-contractors, further agree to maintain and keep such books, documents, materials, papers,
5 and records, on a current basis, recording all transactions pertaining to this agreement in a form in
6 accordance with generally acceptable accounting principles. All such books and records shall be
7 retained for such periods of time as required by law, provided, however, notwithstanding any shorter
8 periods of retention, all books, records, and supporting detail shall be retained for a period of at least
9 four (4) years after the expiration of the term of this Agreement.

10 aa. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
11 of the United States, and no Resident Commissioner shall be admitted to any share or part of this
12 agreement or to any benefit to arise from the same.

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

17 cc. *Procurement of Recovered Materials (2 CFR 200.323):* A non-Federal entity
18 that is a state agency or agency of a political subdivision of a state and its contractors must comply
19 with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.),
20 as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
21 include procuring only items designated in guidelines of the Environmental Protection Agency
22 (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,
23 consistent with maintaining a satisfactory level of competition, where the purchase price of the item
24 exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
25 \$10,000; procuring solid waste management services in a manner that maximizes energy and
26 resource recovery; and establishing an affirmative procurement program for procurement of
27 recovered materials identified in the EPA guidelines.

28 dd. *Political Activities:* CDBG funds shall not be used to finance the use of

1 facilities or equipment for political purposes or to engage in other partisan political activities, such
2 as candidate forums, voter transportation, or voter registration subject to the exceptions listed in 24
3 CFR 570.207(a)(3).

4 11. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL. SPONSOR certifies
5 that the SPONSOR's staff assigned to the CDBG-funded activities have received, reviewed, and will
6 follow the COUNTY's Community Development Block Grant Policy Manual, which is incorporated
7 herein by this reference and made a part hereof.

8 12. COOPERATION WITH COMMUNITY DEVELOPMENT ACTIVITIES.
9 SPONSOR shall cooperate with COUNTY in undertaking essential community development and
10 housing assistance activities and shall assist COUNTY in carrying out its Strategic Plan of the Five
11 Year Consolidated Plan and other requirements of the Community Development Block Grant
12 Program.

13 13. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
14 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501(d), COUNTY is
15 designated as the lead agency for the project that is the subject matter of this Agreement.

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

28 With respect to any action or claim subject to indemnification herein by SPONSOR,

1 SPONSOR shall, at their sole cost, have the right to use counsel of their own choice and shall have
2 the right to adjust, settle, or compromise any such action or claim without the prior consent of
3 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner
4 whatsoever limits or circumscribes SPONSOR'S indemnification to Indemnitees as set forth herein.

5 SPONSOR'S obligation hereunder shall be satisfied when SPONSOR has provided to
6 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or
7 claim involved.

8 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
9 SPONSOR'S obligations to indemnify and hold harmless the COUNTY herein from third party
10 claims. The hold harmless and indemnification obligations set forth herein shall survive the
11 termination and expiration of this Agreement.

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

15 15. INSURANCE. Without limiting or diminishing the SPONSOR'S obligation to
16 indemnify or hold the COUNTY harmless, SPONSOR shall procure and maintain or cause to be
17 maintained, at its sole cost and expense, the following insurance coverage's during the term of this
18 Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of
19 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,
20 officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed
21 officials, agents, or representatives as Additional Insureds.

22 a. Workers' Compensation:

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

28 b. Commercial General Liability:

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

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

9 If the work will include contact with minors, and the Commercial General Liability policy is not
10 endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall
11 obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than
12 \$2,000,000 per occurrence or claim.

13 c. Vehicle Liability:

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

19 d. General Insurance Provisions - All lines:

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

25 (ii). The SPONSOR must declare its insurance self-insured retentions. If any such
26 self-insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written
27 consent of the County Risk Manager before the commencement of operations under this Agreement.
28 Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the

1 Country's Risk Manager, SPONSOR'S carriers shall either; 1) reduce or eliminate such self-insured
2 retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees
3 payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

25 (v). If, during the term of this Agreement or any extension thereof, there is a material
26 change in the scope of services; or, there is a material change in the equipment to be used in the
27 performance of the scope of or, the term of this Agreement, including any extensions thereof,
28 exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required

1 under this Agreement and the monetary limits of liability for the insurance coverage's currently
2 required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of
3 insurance carried by the SPONSOR has become inadequate.

4 (vi). SPONSOR shall pass down the insurance obligations contained herein to all
5 tiers of subcontractors working under this Agreement.

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

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

10 16. FEDERAL REQUIREMENTS. SPONSOR shall comply with the provisions of the Act
11 and any amendments thereto and the federal regulations and guidelines now or hereafter enacted
12 pursuant to the Act. More particularly, SPONSOR is to comply with those regulations found in the
13 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
14 (2 CFR Part 200) and 24 CFR Part 570. SPONSOR is to abide by the provisions of the COUNTY's
15 CDBG policies.

16 17. PROGRAM INCOME. SPONSOR, who is a subrecipient as defined in 24 CFR Part
17 570.500(c), shall not retain any program income as defined in 24 CFR 570.500. Any and all program
18 income shall be retained by the COUNTY pursuant to 24 CFR 570.504.

19 18. INDEPENDENT CAPACITY. The SPONSOR is, for purposes relating to this
20 Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the
21 COUNTY. It is expressly understood and agreed that the SPONSOR (including its employees,
22 agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY
23 employees are entitled, including but not limited to overtime, any retirement benefits, worker's
24 compensation benefits, and injury leave or other leave benefits. There shall be no employer-
25 employee relationship between the parties; and the SPONSOR shall hold the COUNTY harmless
26 from any and all claims that may be made against the COUNTY based upon any contention by a
27 third party that an employer-employee relationship exists by reason of this Agreement. It is further
28 understood and agreed by the Parties that the SPONSOR in the performance of this Agreement is

1 subject to the control or direction of the COUNTY merely as to the results to be accomplished and
2 not as to the means and methods for accomplishing the results.

3 19. NONDISCRIMINATION. SPONSOR shall abide by 24 CFR Sections 570.601 and
4 570.912 which require that no person in the United States shall on the ground of race, color, religion,
5 national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected
6 to discrimination under any program or activity funded in whole or in part with CDBG funds.

7 SPONSOR agrees to abide by and include in any subcontracts to perform work under
8 this Agreement, the following clause:

9 "During the performance of this Agreement SPONSOR and its subcontractors shall not
10 unlawfully discriminate against any employee or applicant for employment because of race,
11 religion, color, national origin, ancestry, physical disability, medical condition, sex, sexual
12 orientation, general identity marital status, veteran's status, age (over 40) or sex. SPONSOR
13 and subcontractors shall insure that the evaluation and treatment of their employees and
14 applicants for employment are free of such discrimination. SPONSOR and subcontractors
15 shall comply with the provisions of the Fair Employment and Housing Act (California
16 Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment
17 and Housing Commission implementing California Government Code Section 12990 et seq.,
18 set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are
19 incorporated into this Agreement by reference and made a part hereof as if set forth in full.
20 SPONSOR and its subcontractors shall give written notice of their obligations under this clause
21 to labor organizations with which they have a collective bargaining or other agreement."

22 19. PROHIBITION AGAINST CONFLICTS OF INTEREST.

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

27 b. The Sponsor shall maintain a written code or standards of conduct that shall
28 govern the performance of its officers, employees or agents engaged in the award and administration

1 of contracts supported by Federal funds.

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

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

14 e. SPONSOR understands and agrees that no waiver or exception can be granted
15 to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24
16 CFR 570.611(d). Any request by SPONSOR for an exception shall first be reviewed by COUNTY
17 to determine whether such request is appropriate for submission to HUD. In determining whether
18 such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24
19 CFR 570.611(d)(2).

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

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

1 20. RELIGIOUS ACTIVITIES. SPONSOR shall adhere to the regulations set forth in
2 Exhibit "R", attached hereto and incorporated herein by this reference.

3 21. LOBBYING. The SPONSOR certifies to the best of its knowledge and belief, that:

4 a. No federally appropriated funds have been paid or will be paid, by or on behalf
5 of the undersigned, to any person for influencing or attempting to influence an officer or employee
6 of any agency, a member of Congress, an officer or employee of Congress, or an employee of a
7 member of Congress in connection with the awarding of any federal contract, the making of any
8 federal grant, the making of any federal loan, the entering into of any cooperative agreement, and
9 the extension, continuation, renewal, amendment, or modification of any federal contract, grant,
10 loan, or cooperative agreement.

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

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

22 22. TERMINATION.

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

25 b. COUNTY. Notwithstanding the provisions of Section 22a above, COUNTY
26 may suspend or terminate this Agreement upon written notice to SPONSOR of the action being
27 taken and the reason for such actions including but not limited to the following reasons:

28 (1) In the event SPONSOR fails to perform the covenants herein contained

1 at such times and in such manner as provided in this Agreement; or

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

5 (3) In the event the funding from the Department of Housing and Urban
6 Development referred to in Section 1 above is terminated or otherwise becomes unavailable.

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

16 d. Reversion of Assets

17 1. Upon expiration of this Agreement, the SPONSOR shall transfer to the
18 COUNTY any CDBG funds, including but not limited to the CDBG Entitlement funds on hand at
19 the time of expiration of the Agreement as well as any accounts receivable held by SPONSOR which
20 are attributable to the use of CDBG funds awarded pursuant to this Agreement.

21 2. Any real property under the SPONSOR'S control that was acquired or
22 improved in whole or in part with CDBG funds (including CDBG funds provided to the SPONSOR
23 in the form of a loan) in excess of \$25,000 is either:

24 (i) Used to meet one of the National Objectives in 24 CFR Section
25 570.208 until five years after expiration of this agreement, or for such longer period of time as
26 determined to be appropriate by the COUNTY; or

27 (ii) Not used in accordance with Clause (i) above, in which event
28 the SPONSOR shall pay to the COUNTY an amount equal to the current market value of the property

1 less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of,
2 or improvement to, the property.

3 23. PUBLICITY. Any publicity generated by SPONSOR for the project funded pursuant
4 to this Agreement, during the term of this Agreement, will make reference to the contribution of the
5 County of Riverside Community Development Block Grant Program in making the project possible.

6 24. PROGRAM MONITORING AND EVALUATION. SPONSOR shall be monitored
7 and evaluated in terms of its effectiveness and timely compliance with the provisions of this
8 Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth
9 in Exhibit A, attached hereto. SPONSOR shall be monitored and evaluated in terms of its
10 effectiveness and timely compliance with the provisions of this Agreement and the effective and
11 efficient achievement of the Program Objectives. Quarterly reports shall be due on the fifteenth (15th)
12 day of the month immediately following the end of the quarter being reported. The quarterly written
13 reports shall include, but shall not be limited to the following data elements:

14 a. Title of program, listing of components, description of activities/operations.

15 b. The projected goals, indicated numerically, and also the goals achieved (for
16 each report period). In addition, identify by percentage and description, the progress achieved
17 towards meeting the specified goals; additionally, identify any problems encountered in meeting
18 goals.

19 c. If CDBG funded Activity meets National Objective under 24 CFR 570.208
20 (a)(2)(i)(B), SPONSOR shall report the following:

21 1) Total number of direct beneficiaries (clientele served) with median
22 household income (MHI):

- 23 • Above 80% MHI
- 24 • Between 50% and 80% MHI (Low-Income)
- 25 • Between 30% and 50% MHI (Very Low-Income)
- 26 • Below 30% MHI (Extremely Low-Income)

27 2) Total number and percentage of all clients at, or below, 80% MHI

28 3) Racial ethnicity of clientele

1 4) Number of Female-Headed Households

2 d. SPONSOR shall report beneficiary statistics monthly, or as otherwise required,
3 to COUNTY on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying
4 income, family size, and racial ethnicity) as required by HUD. In the event that HUD or COUNTY
5 implement changes to the reporting requirements, SPONSOR will be provided with updated forms
6 and instructions necessary to comply with the reporting requirements of HUD's Outcome
7 Performance Measurement System.

8 25. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). SPONSOR shall
9 obtain COUNTY's written approval, through its Department of Housing and Workforce Solutions,
10 of the project plans, specifications, and construction documents prior to SPONSOR's construction
11 of same for all projects consisting of CDBG-funded construction activities. The County neither
12 undertakes nor assumes nor will have any responsibility or duty to Sponsor or to any third party to
13 review, inspect, supervise, pass judgment upon or inform Sponsor or any third party of any matter
14 in connection with the development or construction of the improvements, whether regarding the
15 quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to
16 the property, any person furnishing the same, or otherwise. Sponsor and all third parties shall rely
17 upon its or their own judgment regarding such matters, and any review, inspection, supervision,
18 exercise of judgment or information supplied to Sponsor or to any third party by the County in
19 connection with such matter is for the public purpose of assisting with a community development
20 and housing activity pursuant to the Act, and neither Sponsor (except for the purposes set forth in
21 this Agreement) nor any third party is entitled to rely thereon. The County shall not be responsible
22 for any of the work of construction, improvement, or development of the property.

23 It is the responsibility of Sponsor, without cost to County, to ensure that all applicable local
24 jurisdiction land use requirements will permit development of the property and construction of the
25 improvements and the use, operation, and maintenance of such Improvements in accordance with
26 the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to
27 any local jurisdiction or County permit or other local jurisdiction or County approval necessary for
28 the development of the Property, or waive any applicable local jurisdiction or County requirements

1 relating thereto. This Agreement does not (a) grant any land use entitlement to Sponsor, (b)
2 supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in
3 connection with approval of the development described herein, (c) guarantee to Sponsor or any other
4 party any profits from the development of the Property, or (d) amend any local jurisdiction or County
5 laws, codes or rules.

6 26. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). SPONSOR shall
7 obtain COUNTY's written approval and authorization to proceed, through its Department of Housing
8 and Workforce Solutions, of all CDBG-funded real property acquisition activities.

9 27. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH
10 CDBG FUNDS. When CDBG funds are used, in whole or in part, by SPONSOR to acquire real
11 property or to construct a public facility, SPONSOR will comply with the Uniform Administrative
12 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section
13 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California
14 Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation
15 Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. A. §4630, et
16 seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

- 17 a. Title to the real property shall vest in SPONSOR;
- 18 b. The real property will be held by SPONSOR, or the constructed facility will be
19 maintained by the SPONSOR, for a minimum period of five (5) years from the date the CDBG-
20 funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive
21 Annual Performance and Evaluation Report (CAPER);
- 22 c. While held by SPONSOR, the real property or the constructed facility is to be
23 used exclusively for the purposes for which acquisition or construction was originally approved by
24 COUNTY;
- 25 d. Written approval from COUNTY must be secured if the property or the facility
26 is to be put to an alternate use that is consistent with the COUNTY'S Five Year Consolidated Plan
27 or the applicable federal regulations governing CDBG funds;
- 28 e. Should SPONSOR desire to use the real property or the constructed facility,

1 prior to the completion of the mandatory five-year period, for a purpose not consistent with
2 applicable federal regulations governing CDBG funds or to sell the real property or facility, then:

3 (1) If SPONSOR desires to retain title, SPONSOR will reimburse
4 COUNTY the amount that represents the percentage of current fair market value that is identical to
5 the percentage that CDBG funds initially comprised of monies paid to acquire the property or
6 construct the facility; or

7 (2) If SPONSOR sells the property or facility or is required to sell the
8 property or facility, SPONSOR shall reimburse COUNTY the amount that represents the percentage
9 of proceeds realized by the sale that is identical to the percentage that CDBG funds initially
10 comprised of monies paid to acquire the property or construct the facility. This percentage amount
11 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

18 29. SEVERABILITY. Each section, paragraph and provision of this Agreement is
19 severable from each other provision, and if any provision or part thereof is declared invalid, the
20 remaining provisions shall nevertheless remain in full force and effect.

21 30. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. SPONSOR
22 agrees to, and will require any lessee or assignee to notify Riverside County Workforce Development
23 Center of any and all job openings that are caused by this project.

24 31. MINISTERIAL ACTS. The COUNTY's Director of the Department of Housing and
25 Workforce Solutions, or designee(s), are authorized to take such ministerial actions as may be
26 necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it
27 may be amended from time to time by COUNTY.

28 32. PROJECT ELIGIBILITY. As to SPONSOR or its claimants, COUNTY shall bear no

1 liability for any later determination by the United States Government, the Department of Housing
2 and Urban Development, or any other person or entity, that SPONSOR is or is not eligible under 24
3 CFR Part 570 to receive CDBG funds.

4 33. SOURCE OF FUNDING. SPONSOR acknowledges that the source of funding
5 pursuant to this Agreement is a Community Development Block Grant (CFDA 14.218), and the
6 Grant Award Number is B-23-UC-06-0506

7 34 ASSIGNMENT. The SPONSOR will not make any assignment or transfer in any other
8 form with respect to this Agreement, without prior written approval of the COUNTY.

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

16 36. WAIVER. Failure by a party to insist upon the strict performance of any of the
17 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
18 the default of the other party, shall not constitute a waiver of such party's right to insist and demand
19 strict compliance by the other party with the terms of this Agreement thereafter.

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

25 38. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
26 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
27 have the authority to execute this Agreement and warrant and represent that they have the authority
28 to bind the respective parties to this Agreement to the performance of its obligations hereunder.

1 39. RESERVED .

2 40. COUNTERPARTS. This Agreement may be signed by the different parties hereto
3 in counterparts, each of which shall be an original but all of which together shall constitute one and
4 the same agreement.

5 41. FORCE MAJEURE.

6 a. Performance by either party hereunder shall not be deemed to be in default where
7 delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires,
8 casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions,
9 freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually
10 severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-
11 contractor or supplier, acts of the other party, acts or failure to act of a public or governmental
12 agency or entity, or any causes beyond the control or without the fault of the party claiming an
13 extension of time to perform.

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

23 42. BINDING ON SUCCESSORS. SPONSOR, its heirs, assigns and successors in
24 interest, shall be bound by all the provisions contained in this Agreement, and all of the parties
25 thereto shall be jointly and severally liable hereunder.

26 43. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended
27 only by a writing signed by the duly authorized and empowered representatives of COUNTY and
28 SPONSOR, respectively.

1 44. DIGITAL AND ELECTRONIC SIGNATURES. The parties agree to the use of electronic
2 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic
3 Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that
4 the electronic signatures of the parties included in this Agreement are intended to authenticate this
5 writing and to have the same force and effect as manual signatures. Electronic signature means an
6 electronic sound, symbol, or process attached to or logically associated with an electronic record and
7 executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as
8 amended from time to time. Digital signature means an electronic identifier, created by computer,
9 intended by the party using it to have the same force and effect as the use of a manual signature, and
10 shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type
11 of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

2
3 COUNTY OF RIVERSIDE,
4 a political subdivision of the
5 State of California

COACHELLA VALLEY UNIFIED SCHOOL
DISTRICT,
a California School District

6 BY: _____
7 Chuck Washington,
8 Board of Supervisors, Chair

BY: (see attached)
Name: Mayela Salcedo

Title: Assistant Superintendent of Business
Services

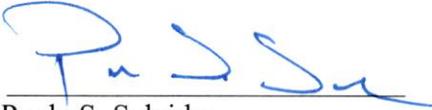
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10 Date: _____

Date: _____

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12 ATTEST
13 Kimberly A. Rector
14 Clerk of the Board

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16 By: _____
17 ,Deputy

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19 APPROVED AS TO FORM:
20 Minh C. Tran
21 County Counsel

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23 By: 
24 Paula S. Salcido,
25 Deputy County Counsel
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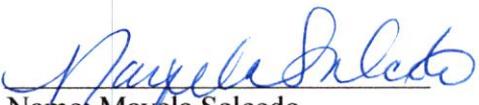
1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

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

COACHELLA VALLEY UNIFIED SCHOOL
DISTRICT,
a California School District

BY: 
Chuck Washington,
Board of Supervisors, Chair

BY: 
Name: Mayela Salcedo
Title: Assistant Superintendent of Business
Services

Date: 10/01/2024

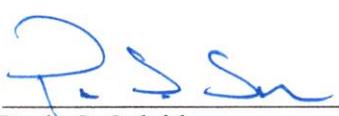
Date: 8/29/24

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY
APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: 
Paula S. Salcido,
Deputy County Counsel

ATTEST
KIMBERLY A. HECTOR, Clerk

BY
DEPUTY

EXHIBIT "R"

24 C.F.R. § 5.109

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

Effective: May 4, 2016

(a) Purpose.

Consistent with [Executive Order 13279](#) (issued on December 12, 2002, [67 FR 77141](#)), entitled “Equal Protection of the Laws for Faith-Based and Community Organizations,” as amended by [Executive Order 13559](#) (issued on November 17, 2010, [75 FR 71319](#)), entitled “Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations,” and further amended by Executive Order 13831 (issued on May 3, 2018, [83 FR 20715](#)) entitled “Establishment of a White House Faith and Opportunity Initiative,” this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD’s Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

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

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

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

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion meaning that it is [available](#) to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

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

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

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity, considering any permissible accommodations, particularly under the Religious Freedom Restoration Act. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

- (1) Because of conduct that would not be considered grounds to disfavor a secular organization;
- (2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA ([42 U.S.C. 2000bb](#) through [2000bb-4](#)) or the Religion Clauses of the [First Amendment](#) to the Constitution; or
- (3) Because of the actual or suspected religious motivation of the organization's religious exercise.
- (4) In addition, decisions about awards of [Federal financial assistance](#) must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of law.

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

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

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

If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is

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

(g) Nondiscrimination requirements.

Any organization that receives [Federal financial assistance](#) under a [HUD](#) program or activity shall not, in providing services with such assistance or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in [HUD](#) programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by [HUD](#) or a recipient or [intermediary](#) in administering [Federal financial assistance](#) from [HUD](#) shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in [HUD](#) programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration [Act](#), and other applicable requirements governing the conduct of [HUD](#)-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by [HUD](#) or a recipient or [intermediary](#) in administering financial assistance from [HUD](#) shall disqualify otherwise eligible faith-based organizations from participating in [HUD](#)'s programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(i) Exemption from Title VII employment discrimination requirements.

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

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

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

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

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

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

(l) Tax exempt organizations.

In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the [Internal Revenue Code](#) to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly [state](#) the statutory authority for requiring such status. [Applicants](#) should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an [applicant](#) must show that it is a nonprofit organization but this is not statutorily defined, the [applicant](#) may do so by any of the following means:

- (1) Proof that the Internal Revenue Service currently recognizes the [applicant](#) as an organization to which contributions are tax deductible under section 501(c)(3) of the [Internal Revenue Code](#);
- (2) A statement from a [State](#) or other governmental taxing body or the [State secretary](#) of [State](#) certifying that -
 - (i) The organization is a nonprofit organization operating within the [State](#); and
 - (ii) No part of its net earnings may benefit any private shareholder or individual;
- (3) A certified copy of the [applicant's](#) certificate of incorporation or similar document that clearly establishes the nonprofit status of the [applicant](#);
- (4) Any item described in paragraphs (1)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
- (5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (1)(1) through (4) of this section.

(m) Rule of construction.

Neither HUD nor any recipient or other [intermediary](#) receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations [affiliated](#) with historic or well-established religions or sects in comparison with other religions or sects.

Credits

[[69 FR 41717](#), July 9, 2004; [80 FR 75934](#), Dec. 7, 2015; [81 FR 19416](#), April 4, 2016; 85 FR 82315, Dec 17, 2020]

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

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

EXHIBIT "S"

**Economic Opportunities for Low- and Very Low-Income Persons
CONTRACT REQUIREMENTS
24 CFR Part 75**

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75.5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in §75.5; or
 - (ii) A YouthBuild participant.
- (b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

- (1) Certify that they have followed the prioritization of effort in §75.19; and
- (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

EXHIBIT A**Amended SPONSOR'S AGREEMENT
SCOPE OF WORK****I. GENERAL INFORMATION**

SPONSOR NAME: Coachella Valley Unified School District	DUNS#: 79552626
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ADDRESS: 87-255 Church St., Thermal, CA 92274
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PROGRAM CONTACTS: Leticia Torres, Interim Director of Facilities

PHONE: 760-848-1800	FAX: (760) 398-1224
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E-MAIL: ltorres@cvusd.us

PROJECT NAME: John Kelley Elementary School Playground Improvements
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PROJECT LOCATION: 87-163 Center Street, Thermal, CA 92274
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LEVEL OF ENVIRONMENTAL CLEARANCE: Categorically excluded §58.35(a)

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **\$125,000**

4th District **\$125,000**

II. SCOPE OF SERVICE**A. Activities**

Sponsor will be responsible for administering a **2021-2022** Community Development Block Grant for the **John Kelley Elementary School Playground Improvements** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *John Kelley Elementary is located in a low-moderate income area in the 4th District. CDBG funds will be used for the purchase and installation of a shade structure, playground equipment, and rubberized surface. The improvements will provide a safer and improved recreational area for the community. Eligible CDBG expenses will include design, construction, project management, compliance monitoring, and other related activities.*

EXHIBIT A

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program’s National Objective Criteria as required under 24 CFR 570.200(a)(2). Sponsor certifies that the activity (ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The Sponsor agrees to implement and complete the following activity (ies):

Activity #1 Activity #1 Purchase & Install shade structure, playground equipment & rubberized surface.

CPD OUTCOME PERFORMANCE MEASUREMENT

- Objectives (select one):**
- Creating Suitable Living Environments
 - Providing Decent Affordable Housing
 - Creating Economic Opportunities

- Outcome (select one):**
- Availability/Accessibility
 - Affordability
 - Sustainability (promoting livable or viable communities)

D. Sponsor Capacity

By executing this Sponsor’s Agreement, the Sponsor certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

Sponsor will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact Sponsor’s performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside Grantee will monitor the performance of the Sponsor against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sponsor within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

EXHIBIT A**F. Program Budget**

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$125,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the Sponsor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and Sponsor.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs				
Project Administration Costs				
Construction Costs	\$125,000	\$80,000	\$205,000	
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	\$125,000	\$80,000	\$205,000	

EXHIBIT A

G. Total Amount of Non-CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: \$0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The Sponsor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The Sponsor shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

EXHIBIT A**2. Records Retention**

The Sponsor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sponsor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The Sponsor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sponsor's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sponsor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sponsor has control over CDBG funds, including program income.

6. Audits & Inspections

All Sponsor records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sponsor within 30 days after receipt by the Sponsor. Failure of the Sponsor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sponsor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

EXHIBIT A

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, Sponsor will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete Online Sponsor Training	July 2021	August 2021
Implement Project Activities	Upon Notification from HWS	
Execute Sponsor's Agreement & Notice to Incur Cost	October 2021	November 2021
Submit Quarterly Performance	November 2021	Through June 2025
Submit Monthly Direct Benefit Reports	November 2021	Through June 2025
County Monitoring of Sponsor Program/Performance	To be determined by Program Manager	

Specific Project Activities

1. Sponsor executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. Sponsor prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes Sponsor to advertise for bids
4. HWS reviews and approves bidding process
5. Sponsor awards construction contract
6. Sponsor and HWS conduct "pre-construction meeting"
7. HWS authorizes Sponsor to issue "Notice to Proceed"

Sponsor Submits Reimbursement Requests

Monthly Submittal

Other Schedule

CDBG-funded Project Complete

June 30, 2025

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

Sponsor must follow proper procurement and construction policies and procedures of the Sponsor and CDBG regulations. No construction will shall commence using CDBG funding without prior Notice to Proceed.