

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



ITEM: 3.14
(ID # 25787)

MEETING DATE:
Tuesday, October 29, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2024-207, Approve the form of Subrecipient Agreement with City of Coachella for the Home Rehabilitation Program (HRP Program); Authorize Director of HWS to execute Subrecipient Agreement and Administer HRP; Accept an Allocation amount of \$523,000 in ARPA Funds for the HRP Program with 10% set aside for program administration; District 4. [\$523,000 – 100% City of Coachella Federal ARPA Funds] (CEQA Exempt) (Clerk of the Board to File Notice of Exemption) (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) according to State CEQA Guidelines Section 15061(b)(3) and is not deemed a project under CEQA per Section 15004(b);

Continued on Page 2

ACTION:4/5 Vote Required, Policy


Heidi Marshall, Director 9/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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 29, 2024
xc: HWS, Recorder, State Clearinghouse, OPR

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2024-207, Approving the City of Coachella Home Rehabilitation Program ("HRP Program") and Authorizing the Director of Housing and Workforce Solutions or Designee to Administer the HRP Program;
3. Accept American Rescue Plan Act (ARPA) funds from the City of Coachella in the amount of \$523,000 on behalf of the County of Riverside to administer Home Rehabilitation Program for the benefit of residents of the City of Coachella,
4. Approve the form of the attached Home Rehabilitation Program Subrecipient Agreement with the City of Coachella substantially as to form and as approved by County Counsel, and authorize Housing and Workforce Solutions Director, or designee, to sign HRP Subrecipient Agreement on behalf of the County effective upon execution through December 31, 2025;
5. Authorize the use of up to \$52,300 to pay direct county-related and delivery costs for the HRP Program;
6. Approve the attached forms for the County of Riverside's HRP Program: Homeowner Grant Agreement, including all attachments, Covenant Agreement, General Contractor Agreement, Project Completion Form, and Release of Covenant (collectively, the "HRP Grant Documents"), all approved as to form by County Counsel;
7. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to make administrative revisions and amendments to the HRP Program Guidelines, subject to approval as to form by County Counsel;
8. Authorize the Director of HWS, or designee, to take all necessary steps to implement the HRP Program, including, but not limited to, approving expenditures of funding approved by the Board, drafting, negotiating, and executing subsequent essential and relevant documents, including but not limited to, HRP Program Grant Documents for qualified residents in an amount not to exceed \$50,000 per household that substantially conform in form and substance to the attached HRP Homeowner Agreement, HRP Covenant Agreements, HRP Contractor Agreement, and associated HRP related forms, subject to approval as to form by County Counsel;
9. Authorize the Director of HWS, or designee, to take all necessary steps to implement HRP Agreement(s), including but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; (b) negotiating, signing and implementing any amendments to any Grant Documents or agreement(s), subject to approval by County Counsel;
10. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within five (5) business days of approval; and
11. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$523,000	\$ 0	\$523,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Coachella American Rescue Plan Act (ARPA) Funds			Budget Adjustment:	Yes
			For Fiscal Year:	2024-2025

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

President Biden signed the American Rescue Plan Act (ARPA) into law on March 11, 2021. The legislation provides \$1.9 trillion in economic stimulus funds to assist in the recovery from the COVID-19 pandemic. One component of the legislation is the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, which provides funds directly to local jurisdictions to respond to the economic and public health impacts of COVID-19. Due to its size and demographics, the City of Coachella received \$10.94 million in total SLFRF.

The County of Riverside currently administers the Home Rehabilitation Program in the City of Coachella, funded by the city's HUD Community Development Block Grant (CDBG) allocation. Due to limited funding, the waiting list for this program now includes 150 households. In addition, the County administers the Home Rehabilitation Program (HRP) in the Fifth Supervisorial District using County ARPA funds. The City of Coachella plans to offer this program to more of its residents by providing the County with \$523,000 of its ARPA funds to extend the HRP to City of Coachella residents on the CDBG waiting list. This program will serve low-income residents, addressing substandard housing, extending the life of affordable homes, resolving health and safety hazards, and improving the quality of life for homeowners. The high demand for this type of assistance is evident from the lengthy waiting list for the CDBG-funded rehabilitation program.

The HRP Program will provide grants, funded by the City of Coachella's American Rescue Plan Act (ARPA) allocation, of up to \$50,000 to eligible City of Coachella residents earning at or below 65% of the Area Median Income. These funds may be used for purposes such as energy efficiency improvements, addressing health and safety concerns, and other necessary upgrades to bring homes into code compliance. Staff recommends accepting the \$523,000 in ARPA funds from the City of Coachella to support the HRP Program, with 10% of the funds allocated for direct project staffing and delivery costs as follows:

HRP Program – Programmatic	\$470,700	ARPA Project Funding
HRP Program – Admin.	\$ 52,300	Direct Project Staffing and Delivery Costs (10%)
Total	\$523,000	

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The HRP Program documents include a grant agreement and affordability covenants restricting the resale of the homes for five (5) years.

HWS will undergo a target marketing program to mobile home parks within the City of Coachella to ensure equitable disbursement of grant funds. Additionally, HWS shall work with local code enforcement and building officials to solicit referrals for current units with code violations.

The eligible repairs will be solicited from licensed and qualified construction contractors through a competitive bid process and awarded to the most responsive and responsible bidder. Ineligible repairs are not related to health and safety, involving routine maintenance, cosmetic repairs, or luxury improvements. To ensure professional rehabilitation, HWS will secure a mobile home contractor to provide related services, including, but not limited to, inspecting units and determining the feasibility of the unit's rehabilitation.

HWS will advertise and post separate Request for Proposals (RFPs) and Invitation for Bids (IFBs) for all phases of the Project. The County's procurement policies will follow a competitive bidding process. The qualified, licensed contractor that is the lowest bidder that responds to the solicitations found to be both responsible and responsive will be awarded the contract(s), subject to the approval of all documents as formed by County Counsel.

HWS is requesting approval of Resolution No. 2024-207, delegating to the Director of Housing and Workforce Solutions or designee the authority to: (i) approve, issue, and modify grants to qualified City of Coachella households in an amount not exceeding \$50,000, by the HRP Program guidelines, and (ii) draft, negotiate, approve and execute essential and relevant documents, including but not limited to, program Grant Documents for qualified households, such as grant agreements, covenant agreements, and other agreements, subject to the satisfaction of certain conditions precedent for the benefit of the County, and further subject to approval as to form by County Counsel. The result will be safe and decent housing for residents within the City of Coachella.

CEQA

Pursuant to the California Environmental Quality Act (CEQA), the program was reviewed and determined to be exempt under State CEQA Guidelines section 15061(b)(3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the approval of the HRP Program and related authorizations to administer, contract, procure will lead to any direct or reasonably indirect physical environmental impacts. Any activities or projects arising out of the HRP Program will be subject to separate CEQA review prior to taking any choice limiting or discretionary action in connection with such projects or activities. The action has also been determined to not be a project pursuant to State CEQA Guidelines section 15004(b). A Notice of Exemption will be filed by the Clerk of the Board with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within 5 business days of approval of this item.

Impact on Residents and Businesses

The HRP Program at a minimum will reduce the number of substandard units by approximately 9 (nine) within the City of Coachella, generate temporary rehabilitation

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construction jobs, maintain, and extend the life of the existing affordable housing inventory, and improve the quality of life for the homeowner population. Furthermore, the rehabilitation improvements may increase property values and provide additional property tax revenue to the local jurisdictions.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the HRP program will be fully funded with American Rescue Plan Act (ARPA) from the City of Coachella direct allocation of federal ARPA funds.

ATTACHMENTS:

- Schedule A – Budget Adjustment
- Resolution 2024-207
- Home Rehabilitation Program Homeowner Grant Agreement
- Home Rehabilitation Program Covenant Agreement
- Home Rehabilitation Program General Contractor Agreement
- Home Rehabilitation Program Release of Covenant Grant Agreement
- Notice of Exemption
- Subrecipient Grant Agreement for the Use of ARPA Funds with City of Coachella


Brett Austin, Supervising Accountant

10/24/2024


Brannia Lontajo, Principal Management Analyst

10/24/2024


Aaron Gettis, Chief of Deputy County Counsel

10/22/2024

**ENVIRONMENTAL
EXEMPTION DOCUMENTATION**

To: County Clerk and Recorder's Office
County of Riverside
2720 Gateway Drive
Riverside, CA 92507

From: Housing and Workforce Solutions
County of Riverside
10th Street, Suite 300,
Riverside, CA 92501

Project Title: Coachella Home Rehabilitation Program

Description of Project: The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$500,000 in American Rescue Plan Act (ARPA) Funds allocated to the City of Coachella's ARPA allocation to provide home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the City of Coachella.

Project Location: Throughout City of Coachella

Project Proponent: Housing and Workforce Solutions for the County of Riverside

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Project Description: The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$500,000 in American Rescue Plan Act (ARPA) Funds allocated to the City of Coachella's ARPA allocation to provide home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the City of Coachella. It can be seen with certainty that there is no possibility that the action will have a significant effect on the environment and will not lead to any direct or reasonably indirect physical impacts.

Exempt Status: (Check one)

- Ministerial (Section 21080 (b) (1); Section 15268);
- Declared Emergency [Section 21080 (b) (3); Section 15239(a)];
- Emergency Project [Section 21080 (b) (4); Section 15269 (b) (c)];
- Statutory Exemption (Section Number: _____)
- Categorical Exemption: Class 1 (Section Number: _____)
- These activities are not subject to CEQA [pursuant to Section 15061 (b) (3)]**
- Other

Environmental Specialist:  Date: **September 12, 2024**
Miguel Quijada, Program Manager, CDBG/HEP/HRP

Certifying Officer:  Date: **September 12, 2024**
Susana Orozco, Principal Development Specialist

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202401171
10/31/2024 09:55 AM Fee: \$ 50.00
Page 1 of 1

Removed: _____ By: _____ Deputy


Coachella Home Rehabilitation Program

Summary

SCH Number

2024101375

Public Agency

Riverside County

Document Title

Coachella Home Rehabilitation Program

Document Type

NOE - Notice of Exemption

Received

10/31/2024

Posted

10/31/2024

Document Description

The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$500,000 to American Rescue Plan Act (ARPA) Funds allocated to the City of Coachella's ARPA allocation to provide home rehabilitation and enhancement services to directly address standard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the City of Coachella.

Contact Information

Name

Susana Orozco

Agency Name

County of Riverside Housing and Workforce Solutions

Job Title

Principal Development Specialist

Contact Types

Lead/Public Agency

Address

10th Street
Riverside, CA 92501

Phone

(951) 955-5933

Email

SOrozco@rivco.org

Location

Cities

Coachella

Counties

Riverside

Regions

Southern California

Other Location Info

Throughout City of Coachella

Notice of Exemption

Exempt Status

Other

Type, Section or Code

Section 15061(b)(3)

Reasons for Exemption

The Department of Housing and Workforce Solutions is proposing to utilize and administer a grant of \$500,000 to American Rescue Plan Act (ARPA) Funds allocated to the City of Coachella's ARPA allocation to provide home rehabilitation and enhancement services to directly address standard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the City of Coachella.

County Clerk

Riverside

Attachments

Notice of Exemption

NOE_Coachella Home Rehabilitation Program  

Disclaimer: The Governor's Office of Planning and Research (OPR) accepts no responsibility for the content or accessibility of these documents. To obtain an attachment in a different format, please contact the lead agency at the contact information listed above. For more information, please visit [OPR's Accessibility Site](#).

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2024-207

**AUTHORIZING THE DIRECTOR OF HOUSING AND WORKFORCE SOLUTIONS,
OR DESIGNEE, TO PROCURE, EXECUTE, AND ADMINISTER ALL CONTRACTS
IN AN AMOUNT NOT TO EXCEED \$50,000 FOR THE COMPLETION OF
PROJECTS ASSOCIATED WITH THE HOME REHABILITATION PROGRAM
USING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

WHEREAS, the CITY OF COACHELLA, as a recipient of ARPA funds under State and Local Fiscal Recovery Funds ("SLFRF") program, may contract with subrecipients for the furnishing of such services to of for City or any Department thereof;

WHEREAS, subrecipients under the SLFRF program are entities that receive a sub award from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient;

WHEREAS, as a subrecipient of these funds, COUNTY OF RIVERSIDE must comply with all requirements regarding the use and reporting for expenditures of SLFRF funds;

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in CITY OF COACHELLA;

WHEREAS, the pandemic both caused and magnified negative impacts on residents of the City, particularly low- and moderate-income families, regarding public health, food and housing insecurity, childcare, among other areas;

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders that had been in place limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variant;

WHEREAS, increasing and preserving affordable housing to address homelessness is an eligible use of ARPA funds;

*RESOLUTION NO. 2024-207
Housing and Workforce Solutions*

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO
DATE 10/10/2024

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1 **WHEREAS**, Resolution 2024-207 filed concurrently authorized the Home Rehabilitation
2 Program (“HRP PROGRAM” or “PROGRAM”) to allow the COUNTY to administer the Home
3 Rehabilitation Program in conjunction with the COUNTY’s Department of Housing and
4 Workforce Solutions (“HWS”) to provide home rehabilitation and enhancement services to
5 remediate substandard housing units, maintain and extend the life of existing affordable housing
6 inventory, correct health and safety hazards in deteriorated housing units, and improve the quality
7 of life for the low-income homeowner population of the City of Coachella; and

8 **WHEREAS**, HWS desires to create list of verified licensed contractors and from said list
9 solicit a minimum of three (3) bids for each project selecting the lowest, most responsive and
10 efficient bidder in order to ensure that the HRP Program’s projects continue uninterrupted, grant
11 fund are available and spent down in accordance with any funding deadlines so that all HRP
12 Program projects are able to be completed in a timely manner.

13
14 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND**
15 **ORDERED** by the Board of Supervisors of the County of Riverside (“Board”), in regular session
16 assembled on October 29, 2024, at 9:30 a.m., or soon thereafter, in the meeting room of the Board
17 located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside,
18 California, that this Board does hereby determine and declare as follows:

- 19 1. The Director of HWS, or designee, is authorized to advertise, procure, and contract on
20 behalf of the County of Riverside as regards to the HRP Program in an amount not to
21 exceed \$50,000. This authority shall include execution of necessary contract
22 documents, agreements, amendments (that increase or otherwise modify the contract)
23 and related documents required to complete the HRP Program’s projects. HRP
24 Program Agreements and amendments shall be approved as to form by County
25 Counsel.
- 26 2. The Director of HWS, or designee, shall administer the grant funds allocated to HRP
27 Program, shall implement and administer HRP Program and sign all HRP Agreements
28 exhibits, reports, or similar documents made or required for completion of the HRP

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Program's projects.

- 3. The Director of HWS, or designee, shall promptly report to the Board grant funding changes for County Budget and Auditor-Controller purposes. The Director of HWS, or designee, shall also promptly report to the Board any material changes or significant new developments related to HRP Program.
- 4. Each project funded under the HRP Program shall comply with all applicable local, state, and federal laws and regulations.


This Resolution shall take effect immediately upon its adoption.

ROLL CALL:

Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of said Board

By: 
Deputy

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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

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

RECITALS

WHEREAS, the CITY, as a recipient of ARPA funds under the State and Local Fiscal Recovery Funds ("SLFRF") program, may contract with sub-recipients for the furnishing of such services to, of, or for the CITY or any Department thereof; and

WHEREAS, sub-recipients under the SLFRF program are entities that receive a sub award from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient; and

WHEREAS, as a recipient of these funds, COUNTY OF RIVERSIDE is a sub-recipient of SLFRF funds and must comply with all requirements regarding the use and reporting of expenditures of SLFRF funds; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in the CITY; and

WHEREAS, the pandemic has both caused and magnified negative impacts on residents of the CITY, particularly low- and moderate-income families, as it pertains to issues of public health, food and housing insecurity, and childcare, among other areas; and

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variants; and

WHEREAS, increasing and preserving affordable housing to address homelessness is an eligible use of ARPA funds and

OCT 29 2024 3.14

WHEREAS, through this Agreement, the Parties agree to set forth terms and conditions concerning the allocation, administration, and distribution of Five Hundred Twenty-Three Thousand Dollars and Zero Cents (\$523,000.00) from the CITY'S ARPA funds; and

WHEREAS, these funds will enable SUBRECIPIENT to continue managing a home rehabilitation program ("Program") that provides assistance to homeowners within the City of Coachella to address substandard housing by correcting health and safety hazards in deteriorated housing units, and maintain and extend the life of existing affordable housing inventory; and

WHEREAS, SUBRECIPIENT will assist the CITY in administering and distributing the ARPA funds for the Program in City of Coachella.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS

1. **Disbursement of Funds.** Upon the Parties' execution of this Agreement, the CITY will transmit to and deposit with SUBRECIPIENT the sum of Five Hundred Twenty-Three Thousand Dollars and Zero Cents (\$523,000.00) in ARPA funds. To effectuate the provisions of this section, the City Manager shall have the authority to offset all, or any portion of the amount described in this section against amounts due to SUBRECIPIENT, under this Agreement or any other agreement between SUBRECIPIENT and the CITY.
2. **Eligibility.** Eligibility for the Program managed by SUBRECIPIENT shall be limited to homeowners living within the jurisdictional boundaries of the CITY as further described as follows:

Jurisdictional Boundaries. As defined by the US Department of The Treasury regarding disbursement of ARPA funds, the 2022 final rule clarified that recipients may transfer funds to any entity to carry out, as a SUBRECIPIENT, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. SUBRECIPIENT agrees that all homeowners funded with the monies provided will be within the jurisdictional boundaries of the CITY.
3. **Use of Unallocated Funds.** Upon written request by the City Manager, SUBRECIPIENT shall promptly return any ARPA Funds that were unused or undistributed during the term of this Agreement to CITY for possible redistribution to other federal ARPA-eligible programs authorized by the CITY.
4. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2025 ("Term"), unless earlier terminated by either Party or unless all APRA Funds have been distributed by SUBRECIPIENT, as set forth in this Agreement.

5. Services Provided by SUBRECIPIENT. The COUNTY OF RIVERSIDE shall be responsible for performing the following services to operate and administer Home Rehabilitation Program (HRP):

a. Identify homeowners in need of repairs with household incomes at or below 80% of the Area Median Income (AMI). The applicant must be the owner-occupant of the property. The property must be located within the City of Coachella. Property taxes must be current. One homeowner must be either a US Citizen or a Qualified Alien as per Section 431 of the Personal Responsibility and Work Opportunity Act (PRWORA).

b. Enter into and administer HRP Grant Agreement, HRP General Contractor Agreement and HRP Covenant Agreement with low-income qualified homeowners in the City of Coachella to identify and complete home repairs and disability accessibility improvements, which include minor roof repairs, broken/missing windows, exterior paint, fence repair, and other eligible exterior/interior improvements. The maximum grant amount is fifty thousand Dollars (\$50,000). The HRP grant is a one-time benefit regardless of the total grant amount awarded.

c. Conduct on-site inspection; prepare statement of work; solicit minimum of three (3) bids from licensed general contractors; select the lowest, most responsive, and most efficient bidder; conduct pre-construction conference, pay disbursements to contractor (retaining 25% to ensure completion); and upon receipt of the completion notice from homeowner, invoice and conditional release from Contractor certifying repairs are complete, County shall conduct a final inspection in cooperation with homeowner and contractor and release final payment.

d. Ensure participating homeowners enter five (5) year covenant agreement that restricts the use of the property to an affordable single-family dwelling, encumbers the land and restricts the sale and future loans against the property for the duration of the agreement, and requires the property owner to provide continued maintenance of the entire property interior and exterior for the duration of the agreement.

6. Reporting Requirements. SUBRECIPIENT shall provide the CITY with quarterly reports and one final report, in a format reasonably designated by the CITY, detailing (a) all applications received, processed, and approved; and (b) all amounts disbursed to qualifying homeowners. In addition, the CITY reserves the right to require written reports from SUBRECIPIENT, at reasonable intervals until all ARPA funds have been dispersed, and in a format reasonably designated by the CITY. These reports shall include, among other information, the receipts, use and disbursement of all ARPA Funds. SUBRECIPIENT understands and agrees that the ARPA Funds are provided as a sub award of Local Fiscal Recovery Funds under ARPA; that SUBRECIPIENT, as a sub recipient of the ARPA Funds, shall cooperate with CITY to ensure compliance with ARPA and its implementing rules, regulations, reporting and recordkeeping requirements, including without limitation cooperation, as requested, in connection with the CITY'S preparation of interim reports,

project and expenditure reports and recovery plan performance reports, and any other reports required by the US Treasury.

7. **Single Audit Act Amendments of 1996 (Single Audit Act).** The Single Audit Act Amendments of 1996 (Single Audit Act) were enacted to streamline and improve the effectiveness of audits of federal awards expended by states, local governments, and not-for-profit entities, as well as to reduce audit burdens. Amendments include uniform administrative requirements, cost principles, and audit requirements for federal awards found in Chapter 2 of the Federal Acquisition Regulations, Part 200. Single Audits are required when a non-federal entity expends \$750,000 or more in federal funds in one year. Single Audits are performed by independent auditors and encompass both financial and compliance components.

The CITY will be subject to future audits of these funds; the audits will be conducted by the CITY'S external auditors and be reviewed by the Inspector General's Office or the Government Accountability Office. The key to withstanding any future audit will be the CITY'S ability to provide sufficient and appropriate documentation regarding the use of State and Federal funds in response to COVID-19. SUBRECIPIENT agrees to make any and all supporting documentation available to CITY within fifteen (15) working days of a request made by CITY.

8. **Documentation and Record Retention.** The CITY shall maintain CITY documents in accordance with CITY'S Records Management Policy and record retention schedule. CITY and any sub recipient of Coronavirus Relief Funds must retain records for five years (5) after final payment is made and should be available on requests for audits. It should be noted that documents associated with this agreement could be subject to a Public Records Act request. If a request is made, CITY will respond to the request in accordance with the CITY'S Public Records Request Policy.
9. **Non-Discrimination Requirements for Grantees.** SUBRECIPIENT agrees not to discriminate against any person seeking service or assistance because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, immigration status, membership or activity in a local commission, disability, sexual orientation, age, physical or mental disability.
10. **Indemnification.** Each Party shall Indemnify, defend, protect, hold harmless, and release the other, its officers, agents, representatives, insurers, employees, and servants from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (Including attorneys' fees and costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, representatives, employees, servants, contractors, subcontractors, or invitees. The duty of a Party to Indemnify and hold harmless another Party shall not apply to injuries or damage for which such other Party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty to indemnify and hold harmless set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts,

disability benefit acts, or other employee benefit acts, and shall include the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnity/hold harmless provision survives the Agreement.

11. **Assignment.** This Agreement is not assignable by a Party, in either whole or in part, without the express consent of each other Party in the form of a formal written amendment to this Agreement.
12. **Governing Law & Jurisdiction.** The validity of this Agreement and of its terms, the rights and duties of the Parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venue either in Riverside County Superior Court or in the United States District Court for the Central District of California.
13. **Integration & Modification.** This Agreement supersedes any and all prior or contemporaneous agreements, representation, and understandings of or between the Parties, and the Parties warrant that they are not relying on any such prior representations. The Parties understand and agree that the terms of this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular except by a writing duly executed by the Parties, or their respective authorized representative(s).
14. **Severability.** In the event that, at any time subsequent to the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.
16. **State and Local Fiscal Recovery Fund Sub Recipient.** The monies referenced within this agreement represents a sub award of State and Local Fiscal Recovery (SLFRF) funds. As a recipient of these funds, SUBRECIPIENT is a sub recipient of SLFRF funds and must comply will all requirements regarding the use and reporting for expenditures of SLFRF funds. SUBRECIPIENT agrees to review and comply with the terms contained in the links provided in Attachments 1-3 for SLFRF-related documents detailing the compliance requirements for use of SLFRF funds as follows:
 - a. Attachment 1: Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds
 - b. Attachment 2: Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds

- c. Attachment 3: Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds
- d. And all other federal and state laws rules and regulations including those pertaining to providing funds to undocumented immigrants and all tax reporting requirements of the Internal Revenue Service. The COUNTY OF RIVERSIDE agrees to be responsible for any fines, penalties and audit fees resulting from non-compliance with the items listed in this section.

17. Insurance.

- a. Time for Compliance. RECIPIENT shall not commence work under this Agreement until it has provided evidence satisfactory to the CITY that it has secured all insurance required under this section. In addition, RECIPIENT shall not allow any sub RECIPIENT to commence work on any subcontract until it has provided evidence satisfactory to the CITY that the sub RECIPIENT has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the CITY to terminate this Agreement for cause.
- b. Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the RECIPIENT, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, RECIPIENT agrees to amend, supplement or endorse the policies to do so.
 - i. Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.
 - ii. Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.
 - iii. Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

- iv. Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to RECIPIENT's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.
- c. Insurance Endorsements. Required insurance policies shall contain the following provisions, or RECIPIENT shall provide endorsements on forms approved by the CITY to add the following provisions to the insurance policies:
 - i. Commercial General Liability: (1) Additional Insured: The CITY, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of RECIPIENT; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, RECIPIENT shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CITY except ten (10) days shall be allowed for non-payment of premium.
 - ii. Automobile Liability: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CITY except ten (10) days shall be allowed for non-payment of premium.
 - iii. Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CITY except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

- iv. **Workers' Compensation:** (1) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CITY except ten (10) days shall be allowed for non-payment of premium. (2) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the CITY, its officials, officers, employees, agents, and volunteers.
- d. **Primary and Non-Contributing Insurance.** All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- e. **Waiver of Subrogation.** All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the CITY, its officials, officers, employees, agents, and volunteers or shall specifically allow RECIPIENT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. RECIPIENT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub RECIPIENTS.
- f. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the CITY and shall protect the CITY, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- g. **Evidence of Insurance.** The RECIPIENT, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the CITY, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CITY for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the CITY. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, RECIPIENT shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- h. **Acceptability of Insurers.** Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place

insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

- i. Enforcement of Agreement Provisions (non-estoppel). RECIPIENT acknowledges and agrees that actual or alleged failure on the part of the CITY to inform RECIPIENT of non-compliance with any requirement imposes no additional obligation on the CITY nor does it waive any rights hereunder.
- j. Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- k. Additional Insurance Provisions
 - i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by RECIPIENT, and any approval of said insurance by the CITY, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the RECIPIENT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
 - ii. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by RECIPIENT or CITY will withhold amounts sufficient to pay premium from RECIPIENT payments. In the alternative, CITY may cancel this Agreement.
 - iii. The CITY may require the RECIPIENT to provide complete copies of all insurance policies in effect for the duration of the Project.
 - iv. Neither the CITY nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
 - v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve the RECIPIENT from liability in excess of such coverage, nor shall it limit the RECIPIENT's indemnification obligations to the CITY and shall not preclude the CITY from taking such other actions available to the CITY under other provisions of the Agreement or law.
 - vi. RECIPIENT shall report to the CITY, in addition to RECIPIENT's insurer, any and all insurance claims submitted by RECIPIENT in connection with the Services under this Agreement.

1. Insurance for Sub RECIPIENTS. RECIPIENT shall include all sub RECIPIENTS engaged in any work for RECIPIENT relating to this Agreement as additional insureds under the RECIPIENT's policies, or the RECIPIENT shall be responsible for causing sub RECIPIENTS to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the CITY, its officials, officers, employees, agents, and volunteers as additional insureds to the sub RECIPIENT's policies. All policies of Commercial General Liability insurance provided by RECIPIENT's sub RECIPIENTS performing work relating to this Agreement shall be endorsed to name the CITY, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. RECIPIENT shall not allow any sub RECIPIENT to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of sub RECIPIENT's compliance with all insurance requirements under this Agreement, to the extent applicable. The RECIPIENT shall provide satisfactory evidence of compliance with this section upon request of the CITY.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have signed Agreement as of the Effective Date set forth above.

CITY OF COACHELLA
a General law City

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

By: *Gabriel Martin*
Dr. Gabriel Martin
City Manager
City of Coachella

By: _____
Heidi Marshall
Director
Riverside Department of Housing
and Workforce Solutions

ATTEST:

APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: *Angela Zepeda*
Angela Zepeda (Oct 15, 2024 17:37 PDT)
City Clerk

BY: _____
Paula S. Salcido,
Deputy County Counsel

APPROVED AS TO FORM:

BY: *Carlos Campos*
Carlos Campos (Oct 15, 2024 14:03 PDT)
City Attorney

Attachment 1:

Department of Treasury Final Rule - Coronavirus State and Local Fiscal Recovery Funds:

Link: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

Attachment 2:

Department of Treasury Overview of the Final Rule - Coronavirus State and Local Fiscal Recovery Funds

Link: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Attachment 3:

Department of Treasury Compliance and Reporting Guidance - Coronavirus State and Local Fiscal Recovery Funds

Link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>











Coachella - Sub-recipient Agreement - City of Coachella - 10.10.24

Final Audit Report

2024-10-17

Created:	2024-10-15
By:	Delia Granados (dgranados@coachella.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARSLrxOfABxKud0fvTry65we4uYdTDi_

"Coachella - Sub-recipient Agreement - City of Coachella - 10.10.24" History

-  Document created by Delia Granados (dgranados@coachella.org)
2024-10-15 - 8:57:57 PM GMT
-  Document emailed to Gabriel Martin (gmartin@coachella.org) for signature
2024-10-15 - 9:00:15 PM GMT
-  Document emailed to Carlos Campos (carlos.campos@bbklaw.com) for signature
2024-10-15 - 9:00:15 PM GMT
-  Document emailed to Angela Zepeda (azepeda@coachella.org) for signature
2024-10-15 - 9:00:16 PM GMT
-  Email viewed by Carlos Campos (carlos.campos@bbklaw.com)
2024-10-15 - 9:03:05 PM GMT
-  Document e-signed by Carlos Campos (carlos.campos@bbklaw.com)
Signature Date: 2024-10-15 - 9:03:29 PM GMT - Time Source: server
-  Email viewed by Angela Zepeda (azepeda@coachella.org)
2024-10-16 - 0:36:35 AM GMT
-  Document e-signed by Angela Zepeda (azepeda@coachella.org)
Signature Date: 2024-10-16 - 0:37:55 AM GMT - Time Source: server
-  Email viewed by Gabriel Martin (gmartin@coachella.org)
2024-10-17 - 7:43:43 PM GMT
-  Document e-signed by Gabriel Martin (gmartin@coachella.org)
Signature Date: 2024-10-17 - 7:44:49 PM GMT - Time Source: server

👍 Agreement completed.

2024-10-17 - 7:44:49 PM GMT



Adobe Acrobat Sign

SCHEDULE A
Housing and Workforce Solutions
Budget Adjustment
Fiscal Year 2024/2025

Increase in Appropriations:

21330-5501000000-523350	Administrative Expense	\$	50,000
21330-5501000000-536200	Contrib To Non-County Agency	\$	450,000

Increase in Estimated Revenues:

21330-5501000000-763520	Fed-American Rescue Plan Act	\$	500,000
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**HOMEOWNER GRANT AGREEMENT
PROJECT NO. FILE # / PROJECT #
FOR THE COUNTY OF RIVERSIDE
HOME REHABILITATION PROGRAM**

This HOMEOWNER GRANT AGREEMENT FOR THE COUNTY OF RIVERSIDE HOME REHABILITATION PROGRAM (“AGREEMENT”) is made and entered into as of this Day of Month, Year, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and HOMEOWNER’s Name, vesting (“HOMEOWNER”). COUNTY and HOMEOWNER are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;

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

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;

WHEREAS, the American Rescue Plan Act (ARPA) into law on March 11, 2021. The legislation provides \$1.9 trillion in economic stimulus funds to assist in the recovery from the COVID-19 pandemic. One component of the legislation is the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, which provides funds directly to local jurisdictions to respond to the economic and public health impacts of COVID-19. The City of Coachella expects to receive \$10.94 million in total SLFRF due to its size and demographics;

WHEREAS, on DATE, via Minute Order ____, the Board of Supervisors accepted up to \$500,000 in ARPA Funds from the City of Coachella ARPA funds, and adopted Resolution 2024-XXX, thereby establishing the Home Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner-occupied, single-family residences located in the City of Coachella, Riverside County,

WHEREAS, COUNTY administers the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) for the purpose of providing home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the City of Coachella of County of Riverside;

WHEREAS, HOMEOWNER is the owner of manufactured more commonly known as **Insert PROPERTY Address** located in the County of Riverside as described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (“PROPERTY”). The PROPERTY is a manufactured home;

WHEREAS, COUNTY has established a bidding process to attract qualified contractors to provide such home rehabilitation services for the HRP PROGRAM and HOMEOWNER has signed an agreement with a contractor (“Contractor”) participating in the PROGRAM for the rehabilitation of the PROPERTY;

WHEREAS, the rehabilitation of the PROPERTY will assist the COUNTY in implementing the PROGRAM and assist in improving and enhancing the County for its residents;

WHEREAS, HOMEOWNER wishes to participate in the PROGRAM and receive financial assistance to pay costs for home rehabilitation and enhancement services provided to the PROPERTY; and

WHEREAS, the Parties desire to enter in this AGREEMENT to provide for the GRANT of the PROGRAM funds by COUNTY to HOMEOWNER for the rehabilitation of the PROPERTY as more specifically set forth below.

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

- 1) Purpose of agreement. The purpose of this AGREEMENT is to set forth the terms and conditions by which the COUNTY will grant up to **Samount** in PROGRAM funds (“PROGRAM GRANT”) for the rehabilitation of the PROPERTY upon the terms and conditions set forth herein and in the Scope of WORK attached hereto as Exhibit “B” and incorporated herein by this reference (“Scope

of WORK” or “WORK”). Except to the extent of the PROGRAM GRANT, the cost of constructing the WORK on the PROPERTY shall be the sole responsibility of the HOMEOWNER, without any cost to the COUNTY.

- 2) Term of Agreement. The term of this AGREEMENT shall commence on the Effective Date (defined below) and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until five (5) years from the date the Covenant Agreement is fully executed by the Parties.
- 3) Location of Work. HOMEOWNER shall permit the Scope of WORK to be performed pursuant to this AGREEMENT at the PROPERTY located at (insert street address) as specifically set forth herein.
- 4) Scope of Work.
 - a) Both COUNTY and HOMEOWNER have reviewed and approved the Scope of WORK to be performed on the PROPERTY pursuant to this AGREEMENT and the Scope of WORK (Exhibit B); and
 - b) The PROPERTY shall be developed in accordance with and within the limitations established in the Scope of WORK (Exhibit B) and subsequent plans and specifications approved by the COUNTY pursuant to this AGREEMENT and permits issued by the COUNTY and/or any other governmental entity with jurisdiction over the WORK.
- 5) Program Grant Terms. The PROGRAM GRANT from the COUNTY shall be used to pay all costs for the WORK set forth in the Scope of WORK. The COUNTY shall pay to the Contractor the Construction Amount (defined below), for the benefit of the HOMEOWNER, to rehabilitate the PROPERTY pursuant to this AGREEMENT. The term “Construction Amount” means the cost to complete the WORK to be performed by the Contractor, which shall not exceed the PROGRAM GRANT amount.
 - a) Term of Program Grant. The term of the PROGRAM GRANT shall be five (5) years from the date the Covenant AGREEMENT (defined in section 13 below) is fully executed by the Parties. (“PROGRAM GRANT Term”).
 - b) Program Grant Amount. The amount of the PROGRAM GRANT shall not exceed the maximum total amount of \$50,000.00 including all expenses.
 - c) Interest. The PROGRAM GRANT shall not bear interest.

- d) Disbursement of Program Grant. The PROGRAM GRANT shall be disbursed to the COUNTY-approved contractor on behalf of the HOMEOWNER pursuant to section 10 below.
- e) Repayment of Program Grant. Provided HOMEOWNER is not in default under the term of this AGREEMENT and/or the Covenant AGREEMENT, HOMEOWNER shall not be required to make any payments toward the principal amount of the PROGRAM GRANT and the PROGRAM GRANT amount shall be forgiven in its entirety by the COUNTY upon the expiration of the PROGRAM GRANT Term.
- f) Use Restrictions. In consideration for the PROGRAM GRANT, HOMEOWNER shall occupy the PROPERTY as HOMEOWNER's principal residence for the duration of the PROGRAM GRANT Term. In addition, during the PROGRAM GRANT Term any Transfer by HOMEOWNER, except for a Permitted Transfer (defined below) shall be prohibited without the written approval of COUNTY in its sole discretion, except as otherwise set forth herein and in the Covenant AGREEMENT (defined below). Any Transfer, including a Permitted Transfer, of the PROPERTY by HOMEOWNER shall be subject to this AGREEMENT and the Covenant AGREEMENT. The term "Transfer" used herein shall mean the sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the PROPERTY, including unpermitted financing or refinancing of the PROPERTY. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance, or intestacy to a party who does not meet the definition of Low-Income Household (defined below); (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the PROPERTY; (v) any voluntary conveyance of the PROPERTY; or (vi) a refinance of any mortgage loan encumbering the PROPERTY not approved in writing by the COUNTY. The transfer shall not include a Permitted Transfer.
- The term, "Permitted Transfer" used herein shall mean the following transfers of title or interests therein:
- (1) A transfer resulting from the death of HOMEOWNER where the transfer is to the spouse who is also a HOMEOWNER.
 - (2) A transfer by the HOMEOWNER to his/her spouse where the spouse becomes the

co-owner of the PROPERTY and enters into an assumption agreement relating to any existing mortgage loans and this AGREEMENT.

- (3) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the HOMEOWNER to continue to make loan payments by which a spouse who is an obligor becomes the sole owner of the PROPERTY; or
- (4) A transfer into an inter vivos trust in which the HOMEOWNER or HOMEOWNERS are beneficiaries.

Low Income shall mean a household having an income equal to or less than 65% Median Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) Section 570.3.

6) Construction of the Project.

- a) No later than forty-five (**45**) days after the Effective Date, HOMEOWNER shall promptly begin and/ or permit to begin and thereafter diligently prosecute to completion and/or cause the completion of construction of the WORK as provided in the Scope of WORK. HOMEOWNER shall permit completion of all construction no later than ninety (90) days after the Effective Date of this AGREEMENT, with such reasonable extensions of said times as may be granted by the COUNTY as provided herein.
- b) COUNTY shall select a Contractor to construct the work from a COUNTY-approved contractor list.
- c) COUNTY shall have the right to hold a project walk-thru at the PROPERTY.
- d) HOMEOWNER shall permit the construction of the WORK to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety, and health standards; nondiscrimination requirements; and accessibility for the disabled.

7) Pre-Construction Conference. After awarding the WORK, the COUNTY shall coordinate a pre-construction conference between COUNTY, HOMEOWNER, and the Contractor to review the finalized labor and materials needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually agreed upon by COUNTY and HOMEOWNER.

8) Notice to Proceed. No labor shall be performed for the WORK until COUNTY sends a written

notice to proceed to HOMEOWNER with a copy to the Contractor. The WORK shall commence within twenty (20) workdays after the notice to proceed is delivered to the Contractor.

9) Purchase Order. Prior to disbursement of the PROGRAM GRANT funds, the HOMEOWNER shall sign and approve the purchase order identifying the cost and scope of the WORK.

10) Disbursement of Funds.

- a) The PROGRAM GRANT funds shall be directly disbursed by COUNTY to the Contractor for WORK expenses in accordance with the General Contractor agreement entered into between the HOMEOWNER and Contractor on **INSERT AGREEMENT DATE**.
- b) COUNTY shall retain 25% of the PROGRAM GRANT funds until Completion of the WORK as determined by COUNTY and shall make progress payments to the contractor as specifically set forth below of the remaining balance. The term "Completion" shall mean the point in time when all of the following shall have occurred: (1) receipt of a Notice of Completion by Contractor; (2) certification or equivalent by HOMEOWNER that work has been completed in a good and workmanlike manner and substantially in accordance with the AGREEMENT and the General Contractor agreement. (3) payment, settlement or other extinguishment, discharge, release, waiver, bonding, or insuring against any mechanic's liens that have been recorded or stop notices that have been delivered, and (4) the PROPERTY has been rehabilitated in accordance with this AGREEMENT, the Scope of WORK and any other documents pursuant to this AGREEMENT.
- c) COUNTY shall make final payment to Contractor upon Completion and HOMEOWNER's final acceptance and written sign-off for the WORK, including, but not limited to the HRP Project completion documents provided by COUNTY to HOMEOWNER.
- d) Without limiting the COUNTY's disclaimer of responsibility for the construction of the WORK set forth in Section 20 below, If HOMEOWNER disputes the WORK performed, HOMEOWNER shall submit written notice to Contractor with a copy to COUNTY, within ten (10) calendar days of final inspection specifying dispute and description of unsatisfactory work. If no dispute in writing is received by COUNTY and

Contractor the WORK will be deemed acceptable by HOMEOWNER, and payment will be made to the Contractor. HOMEOWNER acknowledges and agrees that COUNTY shall not be responsible for any of the WORK performed on the PROPERTY as more specifically set forth in Section 20 below.

- e) The Contractor shall be paid only in accordance with an invoice submitted to COUNTY by Contractor and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by HOMEOWNER. HOMEOWNER shall cause the Contractor to prepare invoices in duplicate. For this AGREEMENT, send the original and duplicate copies of invoices to:

**County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502**

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the WORK (hourly rate and extensions, if applicable); and an invoice total.

In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

- 11) Inspection of Completed Work. Without limiting COUNTY's disclaimer of responsibility for the work, upon Completion of the WORK, COUNTY, and HOMEOWNER shall inspect the WORK completed by the Contractor. Upon Completion and acceptance of the WORK by HOMEOWNER, COUNTY shall make final payment to the Contractor in accordance with section 10 above.
- 12) Completion Schedule. HOMEOWNER shall cause the WORK to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this AGREEMENT, which period may be extended by COUNTY in writing should the COUNTY deem such extension as necessary to complete the WORK. Every term, condition, and requirement of this AGREEMENT shall continue in full force and effect during the period of such extension.
- 13) Covenant Agreement. As a condition precedent to COUNTY'S disbursement of PROGRAM

GRANT funds, HOMEOWNER shall execute and COUNTY shall record in the Official Records of the Recorder's Office of County of Riverside, a Covenant AGREEMENT, substantially conforming in form and substance to Exhibit "C" attached hereto and incorporated herein by this reference ("Covenant AGREEMENT"). The recordation of the Covenant AGREEMENT in the Official Records of Riverside County shall be a condition precedent to the disbursement of the PROGRAM GRANT funds. The Covenant AGREEMENT sets forth, among other things, the use restrictions, maintenance obligations and non-discrimination covenants set forth herein. The Covenant AGREEMENT shall run with the land in favor of COUNTY and shall remain in effect for a period of five (5) years from the date Covenant AGREEMENT is recorded in the Official Records.

14) Occupancy and Maintenance of Property. HOMEOWNER shall occupy and use the PROPERTY as HOMEOWNER's principal residence during the Covenant Term, including any extensions. In addition to the PROPERTY maintenance requirements set forth in Covenant AGREEMENT, HOMEOWNER covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the PROPERTY or any part thereof) that HOMEOWNER shall maintain, at its sole cost and expense, the PROPERTY, including, but not limited to improvements, both interior and exterior, and landscaping on the PROPERTY in a clean, safe, sanitary and presentable condition consistent with community standards, and in a manner which will uphold the value of the PROPERTY. HOMEOWNER shall keep the PROPERTY free from any accumulation of debris and waste. HOMEOWNER shall comply with all applicable federal, state, and local laws concerning the use, occupancy, and maintenance of the PROPERTY.

15) Non-Discrimination Covenants. [Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113] HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this AGREEMENT; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations.

In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the PROPERTY or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the PROPERTY nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the PROPERTY. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or no segregation clauses:

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

b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

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

16) Hazardous Substances

a) HOMEOWNER shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on the PROPERTY. HOMEOWNER shall not allow anyone else to do anything affecting the PROPERTY that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the PROPERTY of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to the maintenance of the PROPERTY.

b) HOMEOWNER shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit, or other action by any government or regulatory agency or a private party involving the PROPERTY and any hazardous substance or violation of Environmental Law issue of which the HOMEOWNER has knowledge. If HOMEOWNER learns or is notified by any governmental agency or regulatory authority, that any removal or other remediation of any hazardous substance affecting the PROPERTY is necessary, HOMEOWNER shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, HOMEOWNER shall notify any senior lender that such remedial action is necessary and shall obtain the senior lender’s prior written consent for such remedial action.

c) As used in this Section “Hazardous Substances” are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicide, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

d) As used in this Section, “Environmental Law” means federal laws and the laws of the jurisdiction where the PROPERTY is located that relate to health, safety, and environmental protection.

17) Restrictions Run with the Land. The covenants established in this AGREEMENT shall, without regard to technical classification and designation, be binding on HOMEOWNER and any successor in interest to the PROPERTY or any part thereof for the benefit and in favor of the COUNTY, its successors, and assigns. The covenants shall remain in effect for the PROGRAM GRANT Term. Each and every contract, deed, or other instrument, hereafter executed arising out of or related to the WORK or the PROPERTY or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to the restrictions set forth herein, regardless of whether such restrictions are set forth in such contract, deed, or instrument, unless and until the PROGRAM GRANT has been fully repaid or the PROGRAM GRANT Term has expired.

18) Events of Default.

a) After notice and opportunity to cure, the following events shall constitute events of default under this AGREEMENT:

- (1) If HOMEOWNER, no longer occupies the PROPERTY as HOMEOWNER’s primary residence; or
- (2) If a Transfer occurs without the prior written consent of the COUNTY, except for a Permitted Transfer; or
- (3) Upon refinancing of any debt that is secured by a lien on the PROPERTY without the prior written consent of the COUNTY; or
- (4) Breach of any term of this AGREEMENT; or
- (5) Breach of any term contained in the Covenant AGREEMENT; or
- (6) Any interference or obstruction by the HOMEOWNER that prevents the timely completion of the WORK; or
- (7) A breach under any lender documents secured by the PROPERTY.

b) A Permitted Transfer shall not be considered an event of default pursuant to this AGREEMENT.

Provided, however, that the covenants contained in, and the restrictions imposed upon the HOMEOWNER and the PROPERTY by this AGREEMENT and the Covenant AGREEMENT shall

continue to encumber and run with the title to the PROPERTY following said transfers reference above.

19) Disclaimer of Responsibility by County. Contractor Responsible for all Work; Warranty for Enhancements.

Notwithstanding anything to the contrary contained herein, COUNTY neither undertakes nor assumes nor will have any responsibility or duty to HOMEOWNER or to any third party to review, inspect, supervise, pass judgment upon, or inform HOMEOWNER or any third party of any matter in connection with the WORK, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment, or material furnished to the PROPERTY, any person furnishing the same, or otherwise. HOMEOWNER and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, the exercise of judgment, or information supplied to Developer or to any third party by COUNTY in connection with such matter is for the public purpose of rehabilitating PROPERTY, and neither HOMEOWNER (except for the purposes set forth in this AGREEMENT) nor any third party is entitled to rely thereon. COUNTY shall not be responsible for any of the work of construction, or improvement of the PROPERTY.

Unless specified differently on HOMEOWNER's County issued Purchase Order all WORK is guaranteed by Contractor for one (1) year from the date a Project Completion Form is executed by HOMEOWNER. Roofing is warranted for three (3) years from the date a Project Completion Form is executed by HOMEOWNER. The Project Completion Form is attached hereto as Exhibit "D" and incorporated herein by this reference. Natural use is covered under the warranty, but abuse or overuse are not grounds for appealing the warranty. In the event some part of the WORK completed fails to give you satisfaction, HOMEOWNER acknowledges and agrees that the Contractor is the party responsible for all warranty repairs, not COUNTY. HOMEOWNER shall contact the Contractor for any assistance in connection with the aforementioned matters. All Contractors who perform work under the HRP PROGRAM are required to take reasonable action to correct problems related to their labor, materials, or equipment installed. HOMEOWNER acknowledges and agrees to make every effort to notify the Contractor in the event HOMEOWNER is not satisfied with the work and give the Contractor a reasonable opportunity to correct the problem. Should the Contractor be unresponsive, HOMEOWNER shall have the right to pursue corrective action through the State of California, Contractor's License Board, among other remedies.

20) Warranty for Enhancements. HOMEOWNER acknowledges and agrees that Contractor shall provide a minimum of one (1) year warranty and guarantee for all labor and a minimum manufacturer's warranty and guarantee for all material installed. Roofing is guaranteed by Contractor for three (3) years from the date a Project Completion form is executed by HOMEOWNER. COUNTY shall not provide any warranties and guarantees in connection with the WORK, including, but not limited to labor and manufacturer's warranty and guarantee for all material installed.

21) Rights of Access. Commencing upon the Effective Date, representatives of COUNTY shall have the reasonable right of access to the PROPERTY, upon twenty-four (24) hours' written notice to HOMEOWNER (except in the case of an emergency, in which case COUNTY shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this AGREEMENT, including, but not limited to, the inspection of the WORK being performed. Such representatives of COUNTY shall be those who are so identified in writing by the Director of HWS or designee of the COUNTY.

22) Homeowner Certifications: The HOMEOWNER certifies the following:

- a) HOMEOWNER provided true and accurate information on program documents and to COUNTY and has not misrepresented HOMEOWNER's eligibility for the PROGRAM.
- b) HOMEOWNER has notified his/her/their HOMEOWNER's insurance company about the rehabilitation work to be performed pursuant to this AGREEMENT; and
- c) HOMEOWNER (including the undersigned representative of HOMEOWNER, if any) has full power, authority, and legal right to execute this AGREEMENT.
- d) HOMEOWNER hereby represents and warrants that neither the execution and delivery of this AGREEMENT, including any attachments hereto or documents related to this AGREEMENT nor the incurrence of the HOMEOWNER'S obligations herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which HOMEOWNER is a party.

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23) Homeowner Duties. In addition to the HOMEOWNER obligations set forth in this AGREEMENT,

HOMEOWNER shall adhere to the following:

- a) HOMEOWNER, at all times, shall cooperate with COUNTY and Contractor.
- b) HOMEOWNER shall not, at any time, interfere with the timely completion of the work by the Contractor(s); and
- c) HOMEOWNER shall not change or amend the Scope of WORK without the written consent of the COUNTY.

24) Indemnification and Hold Harmless.

- a) During the Term of this AGREEMENT, including any extensions, HOMEOWNER shall indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services or actions provided or caused by contractor or HOMEOWNER arising out of or in any way relating to this AGREEMENT, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from any enhancement and/or rehabilitation service related to the work provided by HOMEOWNER or contractor; and HOMEOWNER shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the COUNTY and its Agencies, Districts, Special Districts and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- b) With respect to any action or claim subject to indemnification herein by HOMEOWNER, HOMEOWNER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes HOMEOWNER's indemnification to COUNTY as set forth herein. HOMEOWNER's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given HOMEOWNER written notice within a reasonable period of time of the claim or of the commencement of the related action,

as the case may be, and information and reasonable assistance, at HOMEOWNER's expense, for the defense or settlement thereof. HOMEOWNER's obligation hereunder shall be satisfied when HOMEOWNER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

- c) The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe HOMEOWNER's obligations to indemnify and hold harmless the COUNTY herein from third-party claims.

25) Insurance. HOMEOWNER shall maintain PROPERTY insurance and flood insurance (flood insurance required if Property located in designated FEMA flood zone) listing the COUNTY as additional insured for the term of this AGREEMENT. HOMEOWNER shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including floods or flooding. This insurance shall be maintained in the amounts during the PROGRAM GRANT Term in the amount of the Replacement Value.

The insurance carrier providing the insurance shall be chosen by the HOMEOWNER. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in a form acceptable to the COUNTY. COUNTY shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien, which has priority over this AGREEMENT. Subject to the rights of a senior lender, COUNTY may be named as a loss payee as its interest may appear and may be named as an additional insured. If COUNTY requires, HOMEOWNER shall promptly give to COUNTY copies of all receipts of paid premiums and renewal notices. In the event of a loss, HOMEOWNER shall give prompt notice to the insurance carrier, any senior lender, and the COUNTY. COUNTY may make proof of loss if not made promptly by any senior lender or the HOMEOWNER.

Subject to the rights of any senior lender, unless COUNTY and HOMEOWNER otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the property damaged, if the restoration or repair is economically feasible, or COUNTY's PROGRAM GRANT would be lessened, the insurance proceeds shall be applied to the sums set forth in this AGREEMENT, whether or not then due, with any excess paid to the HOMEOWNER.

If the PROPERTY is abandoned by HOMEOWNER, or if the HOMEOWNER fails to respond to

COUNTY within thirty (30) days from the date notice is mailed by COUNTY to HOMEOWNER that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of any senior lender, COUNTY is authorized to collect and apply the insurance proceeds at COUNTY's option either to restoration or repair of the PROPERTY or to the PROGRAM GRANT amount set forth in this AGREEMENT.

Notwithstanding the above, the COUNTY's rights to collect and apply insurance proceeds hereunder shall be subject and subordinate to the rights of any senior lender to collect and apply such proceeds in accordance with a deed of trust.

26) Defaults, Remedies, and Termination

a) Defaults – General

Failure or delay by either party to perform any term or provision of this AGREEMENT constitutes a default under this AGREEMENT. The party who fails or delays must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this AGREEMENT, any failures, or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

If a monetary or non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of fifteen (15) calendar days after such notice is received or deemed received within which to cure the default prior to the exercise of remedies by the injured party; provided, however, the party in default shall have five (5) business days to cure in the event the default constitutes a health and/or safety hazard.

b) Institution of Legal Actions

Subject to the notice and cure provisions of section 26.a. above, in addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this

AGREEMENT. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, as discussed further in Section 31 below.

c) Termination

i) HOMEOWNER shall have the right to terminate this AGREEMENT in the event COUNTY fails to perform, keep, or observe any of its duties or obligations hereunder by giving COUNTY written notice no later than thirty (30) days prior to the commencement of WORK and disbursement of any PROGRAM GRANT funds.

(ii) COUNTY may terminate this AGREEMENT without cause upon thirty (30) days written notice served upon the HOMEOWNER stating the extent and effective date of such termination.

(iii) COUNTY may, upon five (5) days written notice, terminate this AGREEMENT for HOMEOWNER'S default, if HOMEOWNER refuses or fails to comply with the terms of this AGREEMENT or fails to make progress so as to endanger performance and does not immediately cure such breach.

(iv) After receipt of the notice of termination, HOMEOWNER shall, stop or cause to be stopped all work under this AGREEMENT on the date specified in the notice of termination; and

(v) After termination, COUNTY shall make payment only for the Contractor's performance up to the date of termination in accordance with this AGREEMENT.

(vi) HOMEOWNER's rights under this AGREEMENT shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this AGREEMENT by HOMEOWNER; or in the event of HOMEOWNER's unwillingness or inability for any reason whatsoever to perform the terms of this AGREEMENT. In such event, HOMEOWNER shall not be entitled to any further PROGRAM GRANT funds under this AGREEMENT.

d) The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this AGREEMENT.

27) Independent Capacity. HOMEOWNER shall act at all times in an independent capacity during the term of this AGREEMENT, and shall not act as, shall not be, nor shall they in any manner be construed or deemed to be agents, officers, or employees of COUNTY.

28) Severability. Each paragraph and provision of this AGREEMENT is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

29) Notices.

a) All correspondence and notices required or contemplated by this AGREEMENT shall be delivered to the respective parties by certified mail at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

i) **COUNTY:**

County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502

or such other address as COUNTY may designate in writing to HOMEOWNER.

ii) **HOMEOWNER:**

Property's address or such other address as HOMEOWNER may designate in writing to COUNTY.

30) Condemnation

a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the PROPERTY, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to COUNTY, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this AGREEMENT.

b) In the event of a total taking of this PROPERTY, the proceeds shall be applied to the sums owed under this AGREEMENT, whether or not then due, with any excess paid to the HOMEOWNER.

31) Governing Law; Jurisdiction, and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this AGREEMENT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32) Compliance with Laws. HOMEOWNER shall comply with all applicable Federal, State, and local laws and regulations. HOMEOWNER will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may

apply, the HOMEOWNER shall comply with the more restrictive law or regulation.

- 33) HOMEOWNER not Released, Forbearance by County not a Waiver. In the event HOMEOWNER is required to repay the PROGRAM GRANT to COUNTY, any extension of the time for repayment granted by COUNTY to any successor in interest of HOMEOWNER shall not operate to release, in any manner, the liability of the original HOMEOWNER and HOMEOWNER's successor in interest. COUNTY shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify any amounts due to COUNTY by reason of any demand made by the original HOMEOWNER and/or HOMEOWNER's successor in interest.
- 34) Binding Effect. This AGREEMENT, and the terms, provisions, promises, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. All covenants and agreements of HOMEOWNER shall be joint and several.
- 35) No Third-Party Beneficiaries. The parties to this AGREEMENT acknowledge and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and HOMEOWNER, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 36) Modifications or Amendments. This AGREEMENT shall not be modified or amended except in a written document signed by authorized representatives of both the COUNTY and HOMEOWNER.
- 37) Assignment. HOMEOWNER shall not delegate or assign any interest in this AGREEMENT, whether by operation of law or otherwise, without the prior written consent of COUNTY. No assumption of the PROGRAM GRANT shall be permitted at any time, without the express written approval of the COUNTY.
- 38) Forbearance by County not a Waiver. Any forbearance by COUNTY in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. Any waiver by COUNTY of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breaches of the same or of any term thereof. Failure on the part of the COUNTY to require exact, full, and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from enforcement hereof.
- 39) Conflict of Interest. No member, official or employee of the COUNTY shall have any personal

interest, direct or indirect, in the AGREEMENT nor shall any such member, official or employee participate in any decision related to the AGREEMENT which affects his personal interests or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

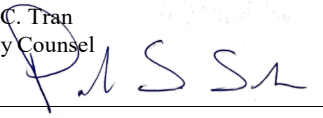
- 40) Nonliability of County Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the HOMEOWNER, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the HOMEOWNER or to its successor, or on any obligations under the terms of this AGREEMENT.
- 41) Further Assurances. The HOMEOWNER shall execute any further documents consistent with the terms of this AGREEMENT, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this AGREEMENT.
- 42) No Partnership. Nothing contained in this AGREEMENT shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than lender and borrower according to the provisions contained herein, or cause COUNTY to be responsible in any way for the debts or obligations of HOMEOWNER, or any other party.
- 43) Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the COUNTY and the HOMEOWNER. The HOMEOWNER shall proceed diligently with the performance of this AGREEMENT pending the resolution of a dispute. Prior to the filing of any legal action related to this AGREEMENT, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third-party mediator. A second session shall be required if the first session is not successful. The parties shall share the cost of the mediation.
- 44) Additional Federal Requirements. The work under this AGREEMENT is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) attached hereto as Exhibit "E" and incorporated herein by this reference.
- 45) Entire Agreement. It is expressly agreed that this AGREEMENT embodies the entire AGREEMENT of the parties in relation to the subject matter hereof, and that no other AGREEMENT or understanding, verbal or otherwise, relative to this subject matter, exists between

COUNTY COUNSEL

Approved as to Form:

Minh C. Tran
County Counsel

By: _____



Paula S. Salcido, Deputy County Counsel

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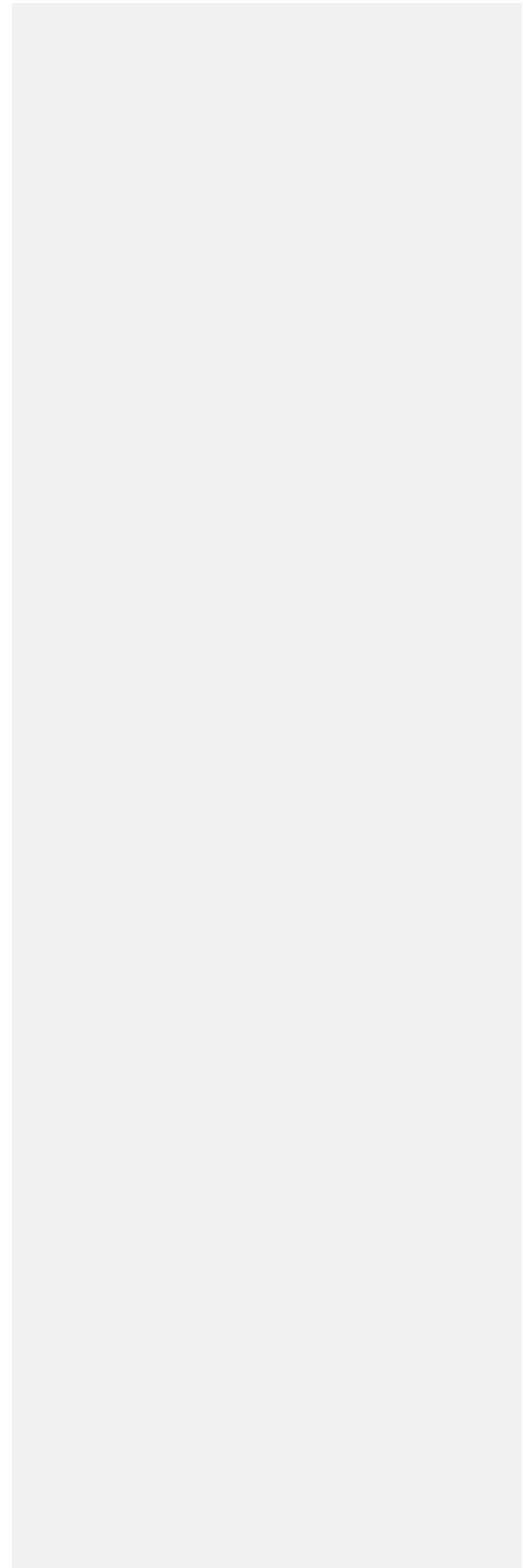


EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property in the County of Riverside, State of California:

Lot 17 And 18 of Block 8 of Desert Hot Springs Tract No. 5 as shown by map on file in Book 21, Page(s) 64 of Maps, Records of Riverside County.

More commonly known as: Hacienda Avenue /Lots 17 & 18 Desert Hot Springs Tract #5, Apn #641-153-022, Desert Hot Springs,92240

ALSO KNOWN AS: **66572 Hacienda Ave., Desert Hot Springs, CA 92240**

APN: 641-153-008

Sample

EXHIBIT "B"
SCOPE OF WORK

Item No.	Work Item Description	UNIT (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum)
1	DOORS - Replace and weatherize all entry doors. Rekey doors to match all other entry points. The homeowner will keep the original front door and wishes only to only have the double lockset changed. TOTAL X (4) DOORS	Double lockset only 35 ½" W x 79 ½"H 35 ¾" W x 79 ½"H 35 ½" W x 79 ½"H w/ Jamb
2	WINDOW SCREENS - Replace (8) window screens only Screens will be ordered according to the window size provided. Replace the broken glass on the bathroom window. TOTAL x (8) SCREENS ONLY	48" W x 48" H – QTY 3 60" W x 48" H – QTY 2 48" W x 12" H – QTY 2 48" W x 35 ½"H
3	STUCCO REPAIR - Repair all cracks in stucco around windows and doors before painting.	Total approx. Sq. Ft. = 36 Sq. Ft.
4	ABOVE GARAGE - Repair compromised areas above the garage door with concrete and install hardware cloth or screen in attic vents on the area above the garage door. To prevent rodents from entering the dwelling.	Approx 10' Ln Ft. Concrete Fill Approx 10" x 10" Screen for round Attic Vent above garage door.
5	GARAGE DOOR OPENER - Install an automatic garage door opener to the existing garage door. Install weather stripping as needed.	Standard ½ HP Unit
6	SIDE GATE - Replace the side gate (metal) homeowner will provide a new gate to be installed.	39" W x 58" H
7	PAINT - Paint, power wash, and prep house for the paint to include the attached garage.	Approx. Sq. Ft. 1905

END OF SCOPE

EXHIBIT "C"
COVENANT AGREEMENT
(Behind this page)

EXHIBIT "D"
PROJECT COMPLETION FORM
(Behind this page)

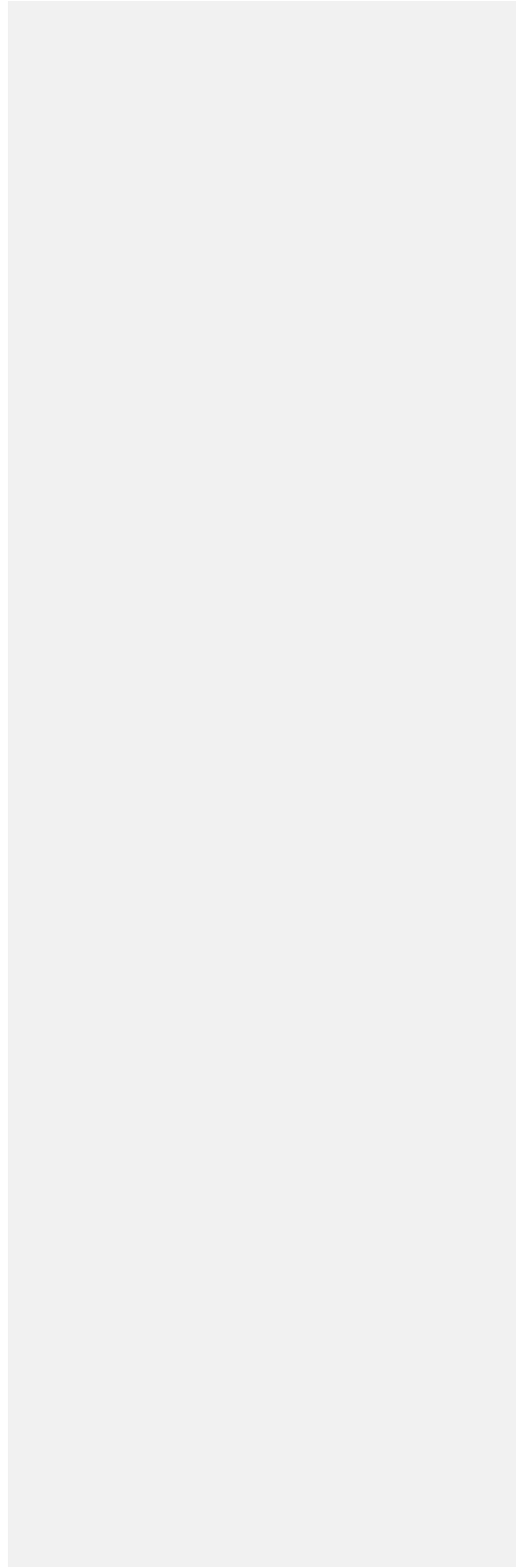


EXHIBIT “E”

Additional Federal Requirements

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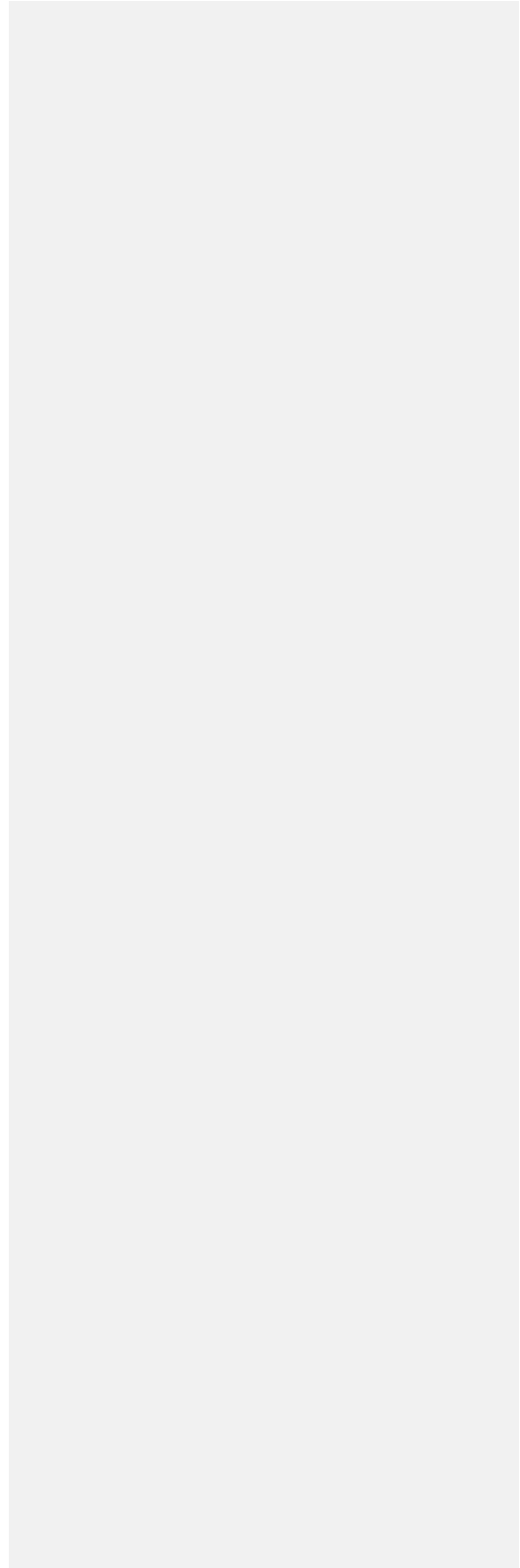


EXHIBIT "E"
Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

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

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)**: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal

Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

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

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

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.

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

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

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

14. **Procurement of Recovered Materials (2 CFR 200.323.)** A non-Federal *entity* that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002

include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

16. **Violence Against Women Act (VAWA):** VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ("domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.

(Free Recording Requested
Government Code §6103)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solution
Attention: Susana Orozco
P.O. Box 1528
Riverside, California 92502
File Number: **HRP5.24-XX**
APN: **XXX-XXX-XXX**

COVENANT AGREEMENT

This Covenant Agreement and (“Agreement”) is made this **DAY** day of **Month, 202X** between **Insert Homeowner Name**, (“HOMEOWNER”) and the COUNTY OF RIVERSIDE, a political subdivision of the state of California (“COUNTY”).

RECITALS

- I. **WHEREAS**, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the American Rescue Plan Act (“Act”), and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the Coronavirus State and Local Fiscal Recovery Funds “SLFRF”;
- II. **WHEREAS**, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022, when the Final Rule took effect;
- III. **WHEREAS**, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used for homeownership assistance, investing in affordable housing preservation and repairs, and rehabilitation or demolition of blighted or abandoned properties;
- IV. **WHEREAS**, the American Rescue Plan Act (ARPA) into law on March 11, 2021. The legislation provides \$1.9 trillion in economic stimulus funds to assist in the recovery from the COVID-19 pandemic. One component of the legislation is the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, which provides funds directly to local jurisdictions to respond to the economic and public health impacts of COVID-19. The City of Coachella expects to receive \$10.94 million in total SLFRF due to its size and demographics.
- V. **WHEREAS**, on DATE, via Minute Order ____, the Board of Supervisors accepted up to \$500,000 in ARPA Funds from the City of Coachella ARPA funds, and adopted Resolution 2024-XXX, thereby establishing the Home Rehabilitation Program for grants not to exceed \$50,000 for the rehabilitation of owner-occupied, single-family residences located in the City of Coachella of Riverside County,

- VI. **WHEREAS**, COUNTY administers the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) for the purpose of providing home rehabilitation and enhancement services to directly address substandard housing units, maintain and extend the life of existing affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population of the City of Coachella, County of Riverside;
- VII. **WHEREAS**, COUNTY administers the Home Rehabilitation Program (“HRP PROGRAM” or “PROGRAM”) in conjunction with other public funds provided through the COUNTY’s Department of Housing and Workforce Solutions (“HWS”) for the purpose of providing home rehabilitation and enhancement services to residents of the Fifth Supervisorial District of the COUNTY;
- VIII. **WHEREAS**, the undersigned HOMEOWNER owns that certain manufactured home located at **Insert Complete Address** and more fully described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (“Property”);
- IX. **WHEREAS**, COUNTY and HOMEOWNER entered into that certain Homeowner Grant Agreement for the County of Riverside Home Rehabilitation Program dated **Insert Date** (“Grant Agreement”), wherein, COUNTY provided HOMEOWNER a HRP Program Grant in the amount of **\$amount** (“Grant”) to be used to pay costs for home rehabilitation and enhancement services provided to the Property as more specifically set forth in the Grant Agreement;
- X. **WHEREAS**, pursuant to the Grant Agreement, HOMEOWNER is required to occupy the Property as HOMEOWNER’s principal residence for a period of five (5) years and, in the event, HOMEOWNER no longer occupies the Property, ensure that the Property remains occupied by a low-income household for the same period; and
- XI. **WHEREAS**, COUNTY and HOMEOWNER desire to memorialize HOMEOWNER’S obligation to maintain the use and affordability restrictions related to the Property pursuant to the Grant Agreement, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and HOMEOWNER, on behalf of itself and its successors, assigns, and each successor in interest or any part thereof, hereby declare and restrict the Property as follows:

ARTICLE 1 – TERMS OF AFFORDABILITY

- a) **Occupancy.** HOMEOWNER covenants and agrees that he/she or they will occupy the Property as his/her or their principal place of residence throughout his/her or their ownership of the Property during the “Affordability Period” (as defined in Section 1(b) below). The

HOMEOWNER shall be considered as occupying the Property as a principal place of residence if the HOMEOWNER is living on the Property for at least eleven (11) months out of each calendar year. HOMEOWNER shall not lease or rent the Property during the Affordability Period.

- b) **Affordability.** For a period of no less than five (5) years measured from the date this Agreement is signed by the Parties ("Affordability Term"), the Property shall be owned and occupied by a qualified Low-Income Purchaser/Homeowner (as defined in Sections (e) and (f) below. In addition, during the Affordability Period, any Transfer of the Property by the HOMEOWNER or any subsequent HOMEOWNER shall be subject to the provisions of this Agreement. Any subsequent HOMEOWNER shall qualify as an Eligible Purchaser as the term is defined in Section (d) below.

- c) **Non-Permitted Transfer Defined.** "Non-Permitted Transfer" shall mean any sale, assignment, conveyance, lease, or transfer, voluntary or involuntary, of any interest in the Property, including unpermitted financing or refinancing of the Property. Without limiting the generality of the foregoing, non-permitted transfer shall include:
 - (i) A transfer by devise, inheritance or intestacy to a party who does not meet the definition of Low-Income Household (defined below);
 - (ii) A life estate;
 - (iii) Creation of a joint tenancy interest;
 - (iv) A gift of all or any portion of the Property;
 - (v) Any voluntary conveyance of the Property; or
 - (vi) A refinance of any mortgage loan encumbering the Property not approved in writing by the COUNTY.

- d) **Permitted Transfer Defined.** "Permitted Transfer" shall mean the following transfers of title or interests therein:
 - (i) A transfer resulting from the death of HOMEOWNER where the transfer is to the spouse who is also a HOMEOWNER;
 - (ii) A transfer by the HOMEOWNER to his/her spouse where the spouse becomes the co-owner of the Property and enters into an assumption agreement relating to any existing mortgage loans and this Agreement;
 - (iii) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the HOMEOWNER to continue to make loan payments by which a spouse who is an obligor becomes the sole HOMEOWNER of the Property; or
 - (iv) A transfer into an inter vivos trust in which the HOMEOWNER or HOMEOWNERS are beneficiaries.

- e) **Low Income Defined.** "Low Income" shall mean a household having an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.

- f) **Eligible Purchaser Defined.** "Eligible Purchaser" shall mean a household that meets all of the following qualifications:
 - (i) A household who intends to occupy the Property as its principal place of residence; and

- (ii) A household with an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3. Income is subject to verification by the COUNTY; and
- (iii) A household that pledges not to lease or rent the Property during the five (5) year Affordability Period.

ARTICLE 2 - MAINTENANCE REQUIREMENTS

- a) **Maintenance of Property.** HOMEOWNER shall, for the term of this Agreement, at its sole cost and expense, maintain the PROPERTY and the improvements thereon, including, without limitation, the buildings, fencing, parkways, landscaping, driveways, garages, carports, and lighting, in first class condition, and in decent, safe, and sanitary condition.
- b) **Interior Maintenance.** HOMEOWNER shall, for the term of this Agreement, maintain the interior of the dwelling unit(s) located on the PROPERTY in a decent, safe, and sanitary condition and shall immediately correct any health and safety code violations identified by staff of the COUNTY of Riverside.
- c) **Exterior Maintenance.** HOMEOWNER shall, for the term of this Agreement, keep the Property free from the accumulation of debris and waste materials. All exterior, and painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling, and defacing marks. No building, patio, balcony, wall, fence, or yard area, including parkways, shall be left in an unmaintained condition so that any of the following exist:
 - (i) Buildings abandoned, boarded up, partially destroyed, or left unreasonably in a state of partial construction;
 - (ii) Abandoned or non-operational vehicles;
 - (iii) Unpainted buildings or buildings with peeling paint;
 - (iv) Cause dry rot, warping, and termite infestation;
 - (v) Constitute an unsightly appearance that detracts from the aesthetic or property values of neighboring properties;
 - (vi) Broken windows, constituting hazardous conditions and/or inviting trespassers and malicious mischief;
 - (vii) Broken or discarded furniture, appliances, and other household equipment stored for periods exceeding one (1) week;
 - (viii) Packing boxes, lumber, trash, dirt, and other debris stored for periods exceeding one (1) week; and
 - (viii) Unscreened trashcans, bins, or containers stored for periods exceeding fifteen (15) days in areas visible from public streets and common areas.
- d) **Graffiti Removal.** All graffiti, and defacement of any type, including marks, words, and pictures, shall be removed and any necessary painting or enhancement completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to HOMEOWNER from COUNTY.
- e) **Trash.** All trash shall, for the term of this Agreement, be collected and placed in appropriate areas for pick-up by refuse haulers on normal trash pick-up days or hauled away, in a timely manner, by HOMEOWNER to an appropriate COUNTY-approved dump site if trash service is not available.

- f) **Landscaping.** All exterior areas of the PROPERTY that are not buildings, driveways, or walkways shall, for the term of this Agreement, be adequately and appropriately landscaped and maintained. The landscaping shall meet the minimum standards set from time to time by the COUNTY. Landscaping on the PROPERTY, including front, back, and side yards and parkways shall be absent of the following:
- (i) Lawns with grasses in excess of six (6) inches in height;
 - (ii) Untrimmed hedges causing a nuisance to the public right of way;
 - (iii) Trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;
 - (iv) Trees and shrubbery grew uncontrolled without proper pruning;
 - (v) Vegetation so overgrown as to be likely to harbor rats or vermin;
 - (vi) Dead, decayed, or diseased trees, weeds, and other vegetation;
 - (vii) Inoperative irrigation system(s), if any; and
 - (viii) Parkways with ground cover in excess of eighteen (18) inches in height.

ARTICLE 3 – TAXES AND INSURANCE.

HOMEOWNER shall pay before delinquency all taxes and assessments affecting said property, when due, and all encumbrances, charges, and liens, with interest, on said property or any part thereof.

Should HOMEOWNER fail to make any payment or to do any act herein provided, then COUNTY, but without obligation to do so and upon written notice to or demand upon HOMEOWNER and without releasing HOMEOWNER from any obligation hereof, may make or do the same in such manner and to such extent as COUNTY may deem necessary to satisfy such delinquency. The costs borne by COUNTY from such payment shall become a charge, which HOMEOWNER shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

ARTICLE 4-TRANSFER

- a) **Notice of Transfer.** In the event the HOMEOWNER intends to Transfer the Property, the HOMEOWNER shall promptly notify the COUNTY in writing of such intent. Prior to executing any documents affecting such a transfer, the HOMEOWNER shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer,") in the form attached hereto as Exhibit "B" and incorporated herein by this reference by certified mail return receipt requested, to Housing and Workforce Solutions, P.O. Box 1528, Riverside, California 92502, Attention: HRP Program Manager, or such other address as the County may designate. The HOMEOWNER has the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow to purchase the Property.
- b) **County's Options to Designate an Eligible Purchaser.** In the event the HOMEOWNER wishes to sell the Property within the Term of this Agreement period, HOMEOWNER shall use best efforts and shall have the right to sell the Property to an Eligible Purchaser. In the event the HOMEOWNER proposes to Transfer the Property to a purchaser or a transferee who is not an Eligible Purchaser, the COUNTY shall have the right to terminate the Agreement and demand **Repayment of Grant upon Default** as defined in Article 8,

paragraph b, The COUNTY shall have the right but not the obligation to exercise the rights granted herein in its sole and absolute discretion.

- c) **Designation of Eligible Purchaser.** Upon receipt of the Notice of Intent to Transfer, the COUNTY shall have the right, but not the obligation, to designate an Eligible Purchaser to purchase the Property in the manner set forth hereunder, if the HOMEOWNER proposed transferee is not an Eligible Purchaser. The notification to HOMEOWNER regarding the option to designate an Eligible Purchaser shall be sent by certified mail, return receipt requested.

Receipt of Notice of Intent to Transfer. Within thirty (30) days of receipt by the COUNTY of the Notice of Intent to Transfer, the COUNTY shall: (1) determine whether the proposed transferee is an Eligible Purchaser; (2) inspect the Property during reasonable hours, upon five (5) days advance notice to HOMEOWNER, HOMEOWNER shall permit the COUNTY access to the Property for such purposes; and (3) notify the HOMEOWNER regarding whether or not the COUNTY intends to exercise its right to demand **Repayment of Grant upon Default** as defined in Article 8, section b.

ARTICLE 5 - NON-DISCRIMINATION

- a) HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, that HOMEOWNER shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations. [Title VI of the Civil Rights Act of 1964 and OMB Approval 2535-0113]
- b) In addition, HOMEOWNER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, source of income, veteran or military status, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall HOMEOWNER, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
- (i) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and

paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

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

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

ARTICLE 6 – TERM

- a) **Term.** The term of this Agreement shall be for five (5) years from the date Parties sign Covenant Agreement (“Term”), at which time this Agreement shall expire by its own terms. That notwithstanding, the covenants against discrimination set forth in Article 5 shall run in perpetuity.
- b) **Non-liability of the County.** In no event shall the COUNTY become in any way liable or obligated to the HOMEOWNER or to any successor-in-interest of the HOMEOWNER by reason of its rights set forth in this Agreement to the HOMEOWNER or any successor-in-interest of the HOMEOWNER for the COUNTY's failure to exercise any such rights set forth herein.
- c) **Binding on Successor and Assigns.** This Agreement shall bind, and the benefit hereof shall inure to the HOMEOWNER, and to his/her or their respective heirs, legal representative executors, successors in interest and assigns, and to the COUNTY and its successors except as provided in Article 4 paragraph (d)(3). Provided, however, upon a release of this Agreement pursuant to Article 8 paragraph (b), this Agreement shall not thereafter reattach.

- d) **Invalid Provisions.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e) **Controlling Law.** The terms of this Agreement shall be interpreted under the laws of the State of California
- f) **Interpretation of Restrictive Covenants.** The terms of this Agreement shall be interpreted to encourage to the extent possible that the maximum sale price of and mortgage payments for the Property remain affordable to households having an income equal to or less than the 65% Median-Income limit for Riverside County, established by HUD, pursuant to 24 Code of Federal Regulations (CFR) section 570.3.

ARTICLE 7 - SUCCESSORS AND ASSIGNS

- a) HOMEOWNER hereby declares the express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind HOMEOWNER, its executors, administrators and assigns, and all persons claiming under or through HOMEOWNER and all successors in title to the PROPERTY for the Term of this Agreement. Each and every contract, deed, or other instruments hereafter executed covering or conveying the PROPERTY or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instruments.
- b) At the point of initial occupancy, of each and every successor or assign in interest, the household occupying the housing unit shall be Low Income as defined in Article 1, paragraph e) above.

ARTICLE 8 - DEFAULT AND REMEDIES

- a) **Event of Default and Remedies.** Failure or delay by HOMEOWNER to perform any covenant, condition, or provision of this Agreement constitutes a default under this Agreement. In such event, COUNTY shall give written notice of default to HOMEOWNER, specifying the default complained of by COUNTY. Failure or delay by the COUNTY in giving such notice or asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or change the time of default, or deprive COUNTY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

HOMEOWNER shall immediately commence curing such default upon receipt of the written notice of default and shall complete such cure within thirty (30) days from the date of receipt of the written notice or such longer period if the nature of the default is such that more than thirty (30) days is required to cure such default, but in any event, no longer than ninety (90) days. Failure to cure such default within the prescribed time shall constitute an “Event of Default.”

In the Event of Default or breach of any of the terms or conditions of this Agreement by HOMEOWNER, or HOMEOWNER’s heirs, executors, administrators, or assigns, COUNTY

may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California.

- b) **Repayment of Grant upon Default.** In the event of default, HOMEOWNER shall be required to pay to COUNTY the entire amount of a Grant herein disbursed on behalf of the HOMEOWNER to a contractor pursuant to the Grant Agreement referred to herein as (“Repayment of Grant upon Default”). Such payment shall be delivered to the COUNTY no later than fifteen (15) days after the notice is mailed to HOMEOWNER and any outstanding amounts shall be a lien against the Property until repaid, with interest at the highest rate permitted by law. Upon payment in full of the amounts owing to the COUNTY, COUNTY shall release this Agreement and the Grant Agreement from the Property (the “Notice of Release”). The COUNTY shall record the Notice to Release with the County Recorder of the County of Riverside.
- c) **Nuisance.** The result of every act or omission whereby any of the covenants contained in this Agreement are violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any HOMEOWNER or its successors in interest, without derogation of COUNTY’s rights under law.
- d) **Right of Entry.** In addition to the COUNTY’s right of entry under the Grant Agreement, to the extent permitted by law, following thirty (30) days written notice to the HOMEOWNER specifically outlining the noncompliance with this Agreement, the COUNTY shall also have the right of entry at reasonable hours to enforce compliance and affect the enhancements or maintenance which HOMEOWNER has failed to perform. If at any time, HOMEOWNER fails to maintain the PROPERTY in accordance with the Agreement and such condition is not corrected within five (5) days after written notice from COUNTY with respect to graffiti, debris, waste material, and general maintenance;, or thirty (30) days after written notice from COUNTY with respect to landscaping and building improvements, maintenance of a nuisance, or other violation, then COUNTY, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the PROPERTY and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the PROPERTY.
- e) **Costs of Enhancement.** The costs borne by COUNTY from such acts and work of protection, maintenance, and enhancement pursuant to Article 8, paragraph f, including a reasonable administrative charge, shall become a charge, which HOMEOWNER shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.
- f) **Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- g) **Failure to Enforce.** The failure to enforce any of the covenants contained in this Agreement shall be not constituted a waiver of the right to enforce the same thereafter and HOMEOWNER hereby waives and releases any statute of limitations defense in connection with any COUNTY action or proceedings to protect, assert or enforce any rights or remedy contained herein and in the Grant Agreement.

ARTICLE 9 – GENERAL PROVISIONS

- a) **Notice.** All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail, postage prepaid, certified, or registered, return receipt requested, or (b) one (1) business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

County: Riverside County Housing and Workforce Solutions
P.O. Box 1528
Riverside, California 92502
Attention: Susana Orozco- HRP Program Manager

- b) **Request for Notice of Default and Sale.** The COUNTY shall cause a Request for Notice for Default and Sale to be recorded on the Property subsequent to the recordation of any First Lien deed of trust or mortgage requesting a statutory notice of any notice of default and any notice of sale as set forth in California Civil Code Section 2924b. The recordation of the Request for Notice for Default and Sale shall not be deemed to waive the COUNTY's right to receive any other notices required by statute or otherwise.
- c) **Additional Encumbrances.** The initial HOMEOWNER and any subsequent HOMEOWNER subject to these Agreements may not encumber the Property without the prior written consent of the COUNTY.
- d) **Monitoring.** During each fiscal year for the next five (5) years, the HOMEOWNER can be selected for a random compliance review. The annual reporting period is from July 1st to June 30th. If selected, the HOMEOWNER shall report to the COUNTY, in writing, confirm that they continue to reside in the Property, have not leased or rented the Property, provide evidence of insurance, evidence of the payment of taxes, if not impounded, and provide any and all other information reasonably requested by the COUNTY to assure compliance with the terms of the Agreement on a form or forms prepared by the COUNTY. Within fifteen (15) days of a written request from the COUNTY to the HOMEOWNER, HOMEOWNER shall respond with all information requested to allow the COUNTY to complete its monitoring responsibilities under the terms of the Agreement. Failure to completely and timely comply with requests shall be deemed a material default under the terms of the Agreement.
- e) **Enforcement.** If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Article 8, COUNTY and its successors and assigns, without regard to whether the COUNTY or its successors and assigns is a HOMEOWNER of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by HOMEOWNER of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the

provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

- f) **Covenants Running in favor of the County.** All conditions, covenants, and restrictions contained in this Agreement shall be covenants running in favor of the COUNTY for the Term of this Agreement, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and assigns, against HOMEOWNER, its successors, and assigns, to or of HOMEOWNER's interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The COUNTY shall be deemed the beneficiary of the covenants, conditions, and restrictions of this Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or is a HOMEOWNER of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions, and restrictions contained in this Agreement shall not benefit nor be enforceable by any other HOMEOWNER of real property except the COUNTY.

(COUNTY and HOMEOWNER Signature Next Page)

IN WITNESS WHEREOF, HOMEOWNER and COUNTY have executed this Agreement as of the day and year written below.

HOMEOWNER(s)

By: FORM COPY - DO NOT SIGN
INSERT HOMEOWNER NAME

By: FORM COPY - DO NOT SIGN
INSERT HOMEOWNER NAME

COUNTY OF RIVERSIDE (“COUNTY”)

By: FORM COPY - DO NOT SIGN

Juan Garcia, Deputy Director of HWS

ALL SIGNATURES MUST BE NOTARIZED

Approved as to form:
Minh C. Tran
County Counsel



By:
Paula S. Salcido
Deputy County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On _____ before me, _____
(Notary)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within the instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On _____ before me, _____
(Notary)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within the instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

The following describes manufactured home in a rental park in the County of Riverside, State of California:

ManufName SILVERCREST Make WINFIELD Mod WINFIELD Year 1986

Decal: LAJ8670; Serial No. B6SC6375CA, Label 337716; Serial No. A6SC6375CA, Label 337715; and Serial No. B6SC6375CA, Label 337717.

Located at **24600 Mountain Avenue, Apt #65, Hemet, CA 92544 within Mountain View Park**

A.P.N.: **009-701-803**

SAMPLE

EXHIBIT "B"

NOTICE OF INTENT TO TRANSFER

NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE COUNTY OF RIVERSIDE PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY

From: _____ ("Owner")

To: HOUSING AND WORKFORCE SOLUTIONS
P.O. Box 1528
Riverside, California 92502
Attention: HRP Program Manager

Re: _____ (street address)
_____, California (the "Property")

Circle appropriate words: Owner desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

Proposed Transferee: _____

Income of Proposed Transferee: _____

Household Size of Proposed Transferee: _____

Proposed Transfer Price: _____

If the County of Riverside has a program to help locate a Moderate-Income purchaser, does the Owner want the County of Riverside to help look for a Moderate-Income purchaser to buy the Property?

Yes: _____ No: _____

Date: _____

Signature of Owner

Daytime Telephone Number

HOME REHABILITATION GRANT
GENERAL CONTRACTOR AGREEMENT

Owner(s): **XXXXXXXX**

Rehab Address: **XXXXX (“Property”)**

A.P.N.: XXX-XXX-XXX

Project No.: **HRP.XX.XX**

THIS GENERAL CONTRACTOR AGREEMENT (“Agreement”) is made this day of **Month, 202** , by and between **Homeowner(s)**, hereinafter called the “Owner(s)” and **Contractor representative and name of company** hereinafter called the “Contractor”.

WITNESSETH, that the Contractor and the Owner(s) for the consideration stated herein agree as follows:

1. **RECITALS:** This Agreement is made and entered into with respect to the following facts:

- i) That the County of Riverside, by and through its Department of Housing and Workforce Solutions (“County”) has a rehabilitation program to help low-income resident-owners of residential homes located within the City of Coachella in the County of Riverside to make certain improvements (“Work”) to their residential homes, called the *Home Rehabilitation Program*; and,
- ii) the County will administer said residential home rehabilitation program, pursuant to applicable laws; and,
- iii) Owner(s) has determined to participate in such program by causing certain improvements to be made to his/her residential home referenced above and has qualified for a grant to undertake such improvements; and,
- iv) Contractor attests that its company is properly licensed and fully qualified to perform the Work proposed to be accomplished in this Agreement, under terms and conditions hereinafter set forth; and,
- v) Owner(s) and the Contractor acknowledge and agree that the County are third-party beneficiaries of this Agreement, consistent with the County’s mission of housing rehabilitation.
- vi) The Contractor is, for purposes of this Agreement, an independent contractor and shall not be deemed an employee of the County.

2. **CONSIDERATION:** **THE UNDERSIGNED CONTRACTOR** proposes to furnish labor and materials, complete in accordance with the specifications attached hereto as *Exhibit “A”* and incorporated herein by this reference for the sum of **\$ amount awarded** with payments to be made within thirty (30) calendar days from the completion of the work, subject to any additions and deductions as provided herein.

3. **WORK:** Contractor agrees to complete all work in accordance with the contract documents, and all applicable laws, and in a workmanlike manner, according to generally acceptable, standard building practices. Any alteration or deviation from the attached specifications will be executed only upon written consent of the residential homeowner(s), the Contractor, and the County. All materials are guaranteed to

be as specified. **No extra charges or costs will be paid.** The contractor will be solely liable if he/she has neglected to properly evaluate the extent of the rehabilitation work. The performance under this Agreement is subject to forced delays when due to strikes, accidents, or acts of God. This Agreement constitutes the entire agreement of the parties as to the subject matter it contains.

4. **INDEMNIFICATION-HOLD HARMLESS:** During the Term of this Agreement, including any extensions, Contractor shall indemnify and hold harmless the County and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services or actions provided or caused by Contractor or Sub-Contractor arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature-whatsoever and resulting from any reason whatsoever arising from any enhancement and/or rehabilitation service related to the Work provided by Contractor or Sub-Contractor shall defend the indemnitees at its sole expense including the costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlement or wards) in any claim or action based upon such acts, omission or services. Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The indemnification-hold harmless obligations set forth herein shall survive the termination and expiration of this Agreement.

5. **NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:** No member, official, or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to the Contractor or to its successor, or on any obligations under the terms of this Agreement.

6. **VOIDABLE:** This Agreement will become voidable if funding is not approved and secured by the County. This Agreement becomes revocable, and the construction cannot be performed.

7. **INSURANCE:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the county harmless, contractor shall procure and maintain or cause to be maintained at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, District, Special districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elector or appointed officials, agents or representatives as Additional Insureds

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

b) **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than

\$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

- c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d) Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.
- e) General Insurance Provisions:
 - i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - ii) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - iii) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.

- iv) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- v) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- vii) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY. 9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. ACCEPTANCE & START: The bid and proposal shall be accepted by the Owner(s) and by County within sixty (60) calendar days from the date established by COUNTY for its receipt, provided that no Work shall be commenced by the Contractor until a written Notice to Proceed has been issued by the Owner(s). Work will begin no later than twenty (20) calendar days after the Notice to Proceed is issued. The contractor will not assign this Agreement without the prior written consent of the Owner(s) and of the County.

9. PERMITS: Contractor shall procure all Riverside County and all other governing authority permits and licenses, including a municipal business license, and shall pay all charges and fees for the same, and shall give all notices necessary and incidental to the due and lawful prosecution of the Work as it separately pertains to each party. Permits and licenses required for corresponding elements of the Work to be performed shall be obtained prior to commencing such Work and all associated costs are specifically included in the contract amounts.

10. CHANGE ORDERS: No change in the work, as described in the Work Write-up, shall be made except upon the mutual written consent of the Owner(s), Contractor, and County. Contractor is not authorized to deviate from the Work Write-up or specifications unless so directed in writing by County. Any Change Orders shall describe the nature of the additional work, the estimated time for completion thereof, and the compensation to be paid to Contractor for the performance of same. No waiver of any provision of this Agreement shall be a continuing waiver thereof.

11. OWNER(S) EXPECTATIONS: Owner(s) will permit Contractor to use existing utilities at no cost, such as lighting, heating, power, and water, as needed to carry out the Work. Owner (s) will cooperate with Contractor to facilitate work performance, including the removal and replacement of outdoor furniture, equipment, and other items unless otherwise noted.

12. CONTRACTOR EXPECTATIONS: Contractor will keep the residential home and the premises clean and orderly during the daily work and will remove all debris at the completion of the Work. Materials and equipment which belong to Contractor shall be removed from the residential home and from the premises. Work should be planned so that Owner(s) is not forced to relocate during the rehabilitation work, except under unusual circumstances.

13. COMPLETION: Contractor agrees to satisfactorily complete all the Work within forty-five (45) calendar days from the noticed start date. The parties agree that time is of the essence in this Agreement.

14. LIEN RELEASES: Contractor shall promptly pay all valid bills and charges for material, labor, or otherwise in connection with or arising out of the construction, and shall hold Owner(s) of Property free and harmless against all liens and claims of lien for labor and material, or either, filed against Property and/or against Property leased by Owner(s) on which the residential home is located (the "Leased Premises"), or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to, court costs and attorney's fees resulting or arising therefrom. Should any liens or claim of lien be filed and/or recorded against the Property, or any part thereof, or should the Owner(s) receive notice of any unpaid bill or charge in connection with the construction, the Contractor shall forthwith either pay and discharge the same and cause the same to be released of record or shall furnish the Owner(s) with proper indemnity either by satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to the approval of the Lien Holder. *The contractor shall furnish the Owner(s) and County with affidavits and satisfactory releases of liens or claims for any liens from subcontractors, laborers, and suppliers for completed work or installed materials.*

15. NON-EXECUTION: In the event that Owner(s) will not execute the End of Project Work Release, County reserves the right to authorize payment to Contractor for the Work completed. The County and the Contractor must certify that all of Contractor's work has been performed in a professional, workmanlike manner, and has adhered to the residential home and property specification standards. Upon written approval by County, a payment request will be forwarded for release of said funds.

16. WARRANTY: Contractor will warrant Work for a period of one (1) year from the date of the final written acceptance of all Work required by the Agreement. Roofing is warranted for a period of three (3) years from the date of the final written acceptance of all Work required by the Agreement. Furthermore, Contractor shall furnish Owner(s), in care of County, copies of all manufacturers and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement. Contractor will allow County access to examine and inspect all rehabilitation Work. County shall have the right, at all reasonable times, to inspect the books and records of Contractor pertaining to the Work and to the materials which are the subject of this Agreement.

17. NOTICES: Notices pursuant to this Agreement shall be given by personal service to the person, or by depositing in the custody of the US Postal Service, within a sealed envelope containing the notices, postage prepaid and addressed as listed below. Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing if mailed as provided above. The following information shall be used for mailed correspondence and communications, and notices related to this Agreement:

County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco

**P.O. Box 1528
Riverside, California 92502**

18. LEAD BASE PAINT ACKNOWLEDGEMENT AND LEAD BASE PAINT DISCLOSURE: In the event, the Work requires lead paint abatement, prior to the commencement of the Work: (i) Contractor shall deliver to Owner(s) the Lead Base Paint Disclosure and the Lead Base Paint Acknowledgement, (ii) Owner(s) shall execute and date the Lead Base Paint Acknowledgement and the Lead Base Paint Disclosure, and (iii) Contractor shall deliver to County the Lead Base Paint Acknowledgement and the Lead Base Paint Disclosure, as executed by Owner(s).

19. GENERAL: Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County in its sole discretion.

- a) Any waiver by Owner(s) of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of Owner(s) to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing Owner(s) from enforcement of the terms of this Agreement.
- b) Contractor shall comply with all applicable Federal, State, and local laws and regulations. Contractor will comply with all applicable County of Riverside laws, policies, and procedures. If there is a conflict between the various laws or regulations that may apply, Contractor shall comply with the more restrictive law or regulation.
- c) This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d) This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties, subject to prior approval by County.

20. ADDITIONAL FEDERAL REQUIREMENTS (Attached hereto as "Exhibit B"): The work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the American Rescue Plan Act (31 CFR Part 35) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with and are subject to, the following Federal requirements (if applicable): (Attached hereto as "Exhibit B")

GENERAL PROVISIONS

21. CONSTRUCTION OF THE PROJECT

- a) No later than forty-five (**45**) days after the Effective Date, Owner(s) shall promptly begin and/ or cause to begin and thereafter diligently prosecute to completion and/or cause the completion of construction of the Work as provided in the Scope of Development. Owner shall begin and complete and/or cause

completion of all construction no later than ninety (90) days after the Effective Date of this Agreement, with such reasonable extensions of said times as may be granted by the County as provided herein.

- b) County shall select the Contractor to construct the Work from a County approved contractor list.
 - c) COUNTY shall have the right to hold a project walk-thru at the Property.
 - d) Owner(s) shall cause the construction of the Work to be carried out in compliance with all applicable laws, including, but not limited to applicable federal and state occupational, safety, and health standards; nondiscrimination requirements; and accessibility for the disabled.
 - e) All performance shall be subject to inspection by County. Contractor shall provide adequate cooperation to the County representative to permit him/her to determine Contractor's conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Agreement, County shall have the right to require Contractor to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.
22. PRE-CONSTRUCTION CONFERENCE: After awarding the Work, County shall coordinate a pre-construction conference between County, Owner(s), and Contractor to review the finalized Work Plan needed for rehabilitation. Any changes to the finalized Work Plan shall be in writing and mutually agreed upon by County and Owner(s).
23. NOTICE TO PROCEED: No Work shall be performed until County sends a written notice to proceed to Owner(s) with a copy to the contractor. The Work shall commence within twenty (20) workdays after Contractor receives County's notice to proceed.
24. PURCHASE ORDER: Prior to disbursement of Program Grant funds, Owner(s) shall sign and approve purchase order identifying the cost and scope of the Work.
25. DISBURSEMENT OF FUNDS:

Program Grant funds shall be directly disbursed by County to contractor for Work expenses in accordance with the General Contractor Agreement entered into between the Owner(s) and Contractor.

- a. County shall retain twenty-five (25%) percent of Program Grant funds until Completion of the Work as determined by County and Owner(s) and shall make progress payments to Contractor as specifically set forth below of the remaining balance. The term "Completion" shall mean the point in time when all of the following shall have occurred: (1) recordation of a Notice of Completion by contractor; (2) certification or equivalent by Owner(s) that Work has been completed in a good and workmanlike manner and substantially in accordance with the Agreement; (3) payment, settlement or another extinguishment, discharge, release, waiver, bonding or insuring against any mechanic's liens that have been recorded or stop notices that have been delivered; and (4) the Property has been rehabilitated in accordance with this Agreement, the Scope of Development and any other documents pursuant to this Agreement.

- b. COUNTY shall make final payment to Contractor upon Completion and Owner(s) final acceptance and written sign-off for the Work.
- c. If Owner(s) disputes Work performed, Owner(s) shall submit in writing to County and Contractor, within ten (10) calendar days of final inspection, the specific dispute and description of unsatisfactory Work. If no dispute in writing is received by County and Contractor, the Work will be deemed acceptable by Owner(s), and payment will be made to Contractor.
- d. Contractor shall be paid only in accordance with an invoice submitted to County by Contractor and County shall pay the invoice within thirty (30) business days from the date of receipt of the invoice. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by Owner(s). Contractor shall prepare invoices in duplicate. For this Agreement, send the original and duplicate copy of invoices to:

County of Riverside Housing and Workforce Solutions
Attention: Susana Orozco
P.O. Box 1528

Riverside, California 92502

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the Work (hourly rate and extensions, if applicable); and an invoice total.

In accordance with California Government Code Section 926.10, County is not allowed to pay excess interest and late charges.

- 26. **INSPECTION OF COMPLETED WORK:** Upon completion of Work, County and Owner(s) shall inspect the Work completed by Contractor. Upon completion and acceptance of the Work by Owner(s), County shall make final payment to Contractor in accordance with section 5 above.
- 27. **COMPLETION SCHEDULE:** Owner (s) shall cause the Work to be completed within a reasonable period of time, but in no event no longer than one hundred and fifty (150) days after the Effective Date of this Agreement, which period may be extended by County in writing should County deem such extension as necessary to complete the Work. Every term, condition, and requirement of this Agreement shall continue in full force and effect during the period of such extension.

28. **TERMINATION OF AGREEMENT BY DEFAULT:**

General. If, prior to the acceptance of the Work, Contractor a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work; b) abandons the Work by failing to report to the Worksite and diligently prosecute the Work to completion; c) disregards written instructions from County or materially violates provisions of the Agreement Documents; d) fails to prosecute the Work according to the schedule approved by County; e) disregards laws or regulations of any public body having jurisdiction; or f) commits continuous or repeated violations of regulatory or statutory safety requirements, then County will consider Contractor in default of the Agreement.

Notices and other written communications regarding default between Contractor, Owner, and County shall be transmitted in accordance with Section 21 of the Agreement.

Notice to Cure. The County will issue a written notice to cure the default to Contractor and its Surety. Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt of written notice to cure.

Notice of Termination for Default. If the Contractor fails to commence satisfactory corrective action within ten (10) working days after receipt of the notice to cure or fails to diligently continue satisfactory and timely correction of the default thereafter, then County will recommend that Contractor be found in default of the Agreement. Upon such finding by County, the County: a) shall terminate Contractor's right to perform under the Agreement by issuing a written notice of termination for default to Contractor; b) may use any materials, equipment, tools or other facilities furnished by Contractor to secure and maintain the Worksite, and c) may furnish labor, equipment, and materials County deems necessary to secure and maintain the Worksite.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to County and Owner.

Responsibilities of Contractor in Default. Upon receipt of the written notice of termination for default, Contractor shall immediately within five (5) Working Days of receipt of the written notice of termination default, Contractor shall submit to County a written plan detailing the course of action it intends to take to remedy the default. County will review the plan and notify Contractor if the plan is satisfactory. If Contractor fails to submit a satisfactory plan, or if Contractor fails to maintain progress according to the plan accepted by County, the County may, upon forty-eight (48) hours written notice, exclude Contractor from the premises, take possession of all material and equipment, and complete the Work in any way County deems to be expedient. The cost of completing the Work by County shall be charged against Contractor and may be deducted from any monies due, or which would become due, by Contractor. If the amounts due under the Agreement are insufficient for completion, Contractor shall pay to the County, within thirty (30) Days after County submits an invoice, all costs in excess of the remaining Agreement price.

Payment. Contractor will be paid for completion of the Work in accordance with Section 5 (e) of the General Contractor Agreement, less the value of damages caused to County by acts of Contractor.

29. TERMINATION OF AGREEMENT FOR CONVENIENCE

County may terminate the Agreement if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the County. Notices pursuant to this Agreement shall be given by personal service on the person, or by a deposit in the custody of the US Postal Service, within a sealed envelope containing the notices, postage prepaid and addressed to Contractor at address listed on signature page of this Agreement. Upon receipt, Contractor shall immediately cease work, except work Contractor is directed to complete by County or required to complete for public safety and convenience. Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

Contractor will be paid without duplication for:

- a) work completed in accordance with the Agreement documents prior to the effective date of termination for convenience.
- b) reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
- c) reasonable expenses directly attributed to the termination.

Contractor shall submit a final termination settlement proposal to County no later than ninety (90) days from the effective date of termination, unless extended, in writing, by County upon written request by Contractor. If Contractor fails to submit a settlement proposal, County may determine the amount, if any, due to Contractor as a result of the termination. County will pay Contractor the amount it determines to be

reasonable. Contractor shall provide notice to County within thirty (30) days of receipt of payment. Any amount due shall be later determined by arbitration if County and Contractor agree thereto, or as fixed in a court of law.

Owner(s) INFORMATION:

Contractor DBA:

Property owner

Representative full Name
Construction company
address
City, State, Zip
phone Number

Property Owner
Address
City, State, Zip
Tel:

PROJECT ADMINISTRATOR: COUNTY

P.O. Box 1528
Riverside, CA 92502

ACCEPTANCE AND SIGNATURES

Contractor: FORM COPY - DO NOT SIGN Date: _____
Representative full Name
Construction company

Owner: FORM COPY - DO NOT SIGN Date: _____
Complete name, homeowner

Owner: FORM COPY - DO NOT SIGN Date: _____
Complete Name, homeowner

THE ABOVE AGREEMENT HAS BEEN REVIEWED BY RIVERSIDE COUNTY:

FORM COPY - DO NOT SIGN Date: _____
Name of - Project Manager:

FORM COPY - DO NOT SIGN
Division Approval (Principal or above):

Approved as to form:
Minh C. Tran
County Counsel

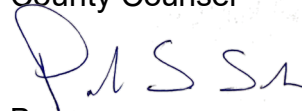

By:
Paula S. Salcido
Deputy County Counsel

EXHIBIT "A"
SCOPE OF WORK

The following work shall be performed on the Property pursuant to the HRP Grant Agreement:

Item No.	Work Item Description	UNIT (e.g., per Square Foot, Linear Foot, Cubic Yard, Each, Lump Sum)
1.	ROOF: Replace the whole roof of the house—contractor to include (4) sheets of ½" x4x8 4ply plywood. Roofing materials to comply as indicated in the description.	Approx. 2,000 SF.
2.	Fascia Boards: Replace damaged Fascia on the Aluminum roof cover.	Approx. 10 LF.
3.	Windows: Replace a total of (17) existing type windows of various sizes. Remove and re-install the swamp cooler installed on one of the windows. In the main bedroom the window that is boarded up will be closed off.	Approx (2) 30" W x 42" H (2) 48" W x 48" H (6) 30" W x 72" H (1) 62" W x 48" H (2) 14" W x 39" H (2) 48" W x 12" H (2) 48" W x10 "H x 22" H
4.	Gutters and Downspouts: Repair (2) sections of gutters and clean the existing gutters. Install two damaged or missing downspouts.	Repair Gutter Approx. 14 Lf. Clean Gutters Approx. 100 Lf. Downspouts (2) sections
6.	Storage Doors: Repair in the back patio of the home storage door and make any necessary adjustments to the doors and hinges so that they open and close properly without gaps on the sides. Do not damage any adjacent surfaces and paint so as not to damage work.	LS
8.	Siding: Replace the bottom corner of the siding on the back side of the storage.	Approx. 14 Ft. x 14 inches high.
9.	Exterior Electrical: Remove (4) existing exterior light fixtures with ones with similar finish. Replace (4) exterior outlets with GFCI outlets and a exterior cover plate.	(4) wall light fixtures (4) GFCI outlets
10.	Side Gate: Remove the side wood board and install a new chain link fence gate, which must be at least 6 feet high.	Approx. 36" w x 72" high
11.	Wood Fence: Remove the existing wood fencing and install a new wood fence with a gate at least 5 feet high. The homeowner states that people climb over the existing short wood fence to get into his private property.	Approx, 24 Ft. x 60" high
12.	Decking: Two existing boards are lifting. The board is missing a decking clip. Install decking clip as needed to secure and prevent boards from lifting.	LS Screw and Cap
13.	Exterior Paint: Pressure wash and paint the whole exterior of the house. as indicated in the description.	Approx. 2,300 Sf.
14.	Interior Electrical: Replace the existing fluorescent lighting fixture with LED tub light and install new cover panels. Replace the one (1) plug near the kitchen sink and install new GFCI.	(4) tube lighting (2) cover Panels (1) GFCI
15.	Shower: Reverse shower cartridge to regulate water temperature.	Repair by reversing shower cartridge
16.	Toilets: Repair the existing toilet in the master bathroom. Replace the Flush Valve and Toilet Flapper to save water, a universal gasket, toilet handle, and hardware.	Toilet Repair

End of Scope of Work

EXHIBIT "B"
Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

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

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c:** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7:** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333:** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions

which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however,

notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

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

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

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

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

16. **Violence Against Women Act (VAWA):** VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ('domestic violence'). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.



PROJECT COMPLETION FORM
Home Rehabilitation Program

Date: _____ **HRP Staff:** _____ **Phone Number:** _____

Homeowner: _____ Contractor Name: _____

Address _____ Contractor License No: _____

City/State/Zip: _____ Street Address: _____

Phone: _____ City/State/Zip: _____

File No.: _____ Phone: _____

Rehabilitation work on the above-referenced property is now complete and has been inspected by a Riverside County Housing and Workforce Solutions (HWS) staff person who found the work to be satisfactory according to the usual work practices and industry standards that apply to the work done.

All manufacturers' warranties apply. Workmanship and equipment are warranted by the contractor who worked on the home. Equipment and non-roofing work are warranted for one (1) year from the date listed at the top left of this form. Roofing is warranted for three (3) years from the date listed at the top left of this form. If the homeowner fails to give the contractor a reasonable opportunity to correct a problem or engages another contractor to work on equipment or systems without first calling the contractor who performed the work through the County program, the homeowner may risk rendering warranties null and void.

Normal use is covered under the warranty, but abuse or overuse are not grounds for appealing the warranty. In the event that the homeowner is not satisfied with some part of the work completed, the contractor is the party responsible for all warranty repairs. The homeowner must call the contractor first before calling County for assistance. (As a courtesy, please contact your Program Manager so they are aware of any concerns) All contractors who do work under the County program are licensed, bonded, and insured, and must take reasonable action to correct problems related to their labor, materials, or equipment installed. The homeowner must try to notify the contractor of any dissatisfaction with the work and give the contractor a reasonable opportunity to correct the problem. The name, address, and telephone number of the contractor are listed at the top right of this form. Should the contractor be unresponsive, the homeowner has the right to pursue corrective action through the State of California Contractor's License Board, which can be reached at (800) 321-2752.

The contractor shall leave with the homeowner any operating instructions or warranty information that came with any equipment installed as part of the work done under the County program. If this is not done, the homeowner must contact the contractor directly for this information.

REMINDER TO THE HOMEOWNER: You are responsible for maintenance on all equipment repaired or replaced and work done on your home. The county does not perform maintenance on the homes which have been rehabilitated.

The County would like to hear from you regarding this program. Please take a few moments to complete the HRP Customer Service Survey. Continued support for these types of programs is based on people like you letting us know how important and needed these programs really are.

Homeowner Signature

Date

Contractor Signature

Date

Acknowledgment of Benefits

Home Rehabilitation Program

Homeowner: _____ **HRP Project #** _____

Street Address: _____

City, St, Zip Code: _____

The above-referenced program provides a one-time benefit to repair owner-occupied single-family residences.

The undersigned acknowledges that they have previously provided Riverside County Housing and Workforce Solutions (HWS) approval for all Statement of Work “Work Write-Up” and Change Orders related to my project. The total amount for these Statement of Work and Change Orders is \$ insert total project amount \$0.00. I have received a copy of all Statement of Work and change order requests.

As indicated by the signature(s) below, the undersigned hereby acknowledges and agrees that they have received the lifetime maximum benefit from the above-mentioned program and are not eligible to receive any further assistance under the program.

Also, as indicated by the signature(s) below, the undersigned hereby authorizes Riverside County Housing and Workforce Solutions (HWS) to release payment to the contractor in the amount of \$insert total project cost including all change orders, for work completed at my property.

Homeowner Name/Signature Here

Date

Homeowner Name/Signature Here

Date

Attachment:

HRP Statement of Work “Work Write-Up”

Change Order (s) insert Change **Order #**